

**PARK DISTRICT OF LA GRANGE
SPECIAL MEETING
BOARD MBO & BUDGET WORKSHOP
TUESDAY, MARCH 30, 2021 – 6:00 P.M.**

The Board of Commissioners of the Park District of La Grange will meet at 6:00 p.m. on Tuesday, March 30, 2021 at the Park District's Administrative/Recreation Facility located at 536 East Avenue, La Grange, Illinois

1.0 CONVENING THE MEETING

- 1.1 Roll Call, President's Introduction, Announcements & Changes to the Agenda

2.0 COMMUNICATIONS, PRESENTATIONS & DECLARATIONS

- 2.1 Public Comments/Participation (Board Manual Section #152)
- 2.2 Discussion and Potential Action/Outreach and Communication to Residents Concerning the Newly Acquired Parcel

3.0 ACTION ITEMS

- 3.1 Discussion and/or Approval of an Agreement with Henry Bros. to Act as the Construction Management Firm for the New Parking Lot Located at 610 East Avenue

4.0 BOARD BUSINESS

- 4.1 Discussion and Development of MBO's for Fiscal Year 2021-2022
- 4.2 Board and Staff Discussion on General Operations Budget for 2021-2022 (A draft copy of the 2021-2022 General Operations Budget is currently on display as of March 8, 2021)
- 4.3 Reminder of Public Hearing Meeting to be Held on April 12, 2021 at 7 p.m. Prior to the April Board Meeting

5.0 PUBLIC COMMENTS/PARTICIPATION (Board Manual Section #152)

6.0 BOARD COMMENTS

7.0 ADJOURNMENT

8.0 EXECUTIVE SESSION

- 8.1 Potential Claims and/or Litigation, 5 ILCS 120/2 (c) 11
- 8.2 Acquisition of Real Property, 5 ILCS 120/2 (c)(5)
- 8.3 Setting the Price of Real Property, 5 ILCS 120/2 (c)(6)
- 8.4 Personnel, 5 ILCS 120/2 (c)(1)
- 8.5 Review of Closed Executive Session Minutes, 5 ILCS 120/2 (c)(21)
- 8.6 Security Procedures & Response Plans 5 ILCS 120/2 (c)(8)
- 8.7 The Selection of a Person to Fill a Public Office Vacancy 5 ILCS 120/2 (c)(3)

9.0 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION (If Necessary)

- 9.1 Discussion and/or Approval of Sale of a 2016 Ford Explorer Vehicle

10.0 ADJOURNMENT

3-26-2021

Dean Bissias

Board Secretary

Parks & Recreation... The Benefits are Endless!

SECTION 1



MEETING NOTICE & CALENDAR

**PARK DISTRICT OF LA GRANGE
536 EAST AVENUE
LA GRANGE, ILLINOIS 60525**

SPECIAL MEETING NOTICE

A Board MBO & Budget Workshop will take place at:
6:00 PM
Tuesday, March 30, 2021
Park District of La Grange Recreation Center
536 East Avenue
La Grange, Illinois

Attached is the special meeting board packet, which has been broken down into the following sections:

SECTION 1	Meeting Notice/Calendar
SECTION 2	Communications
SECTION 3	Action Item – Henry Bros. Qualifications
SECTION 4	Action Item – Henry Bros. Contract
SECTION 5	Board Business – MBO's 2021-2022
SECTION 6	Board Business – General Operations Budget 2021-2022

If you are unable to attend please contact Dean Bissias, Executive Director at (708) 352-1762.

Dean Bissias
3/26/2021



Park District of La Grange...Your Fun & Fitness Destination!

**Park District of La Grange
BOARD OF COMMISSIONERS
REGULAR BOARD MEETINGS
YEAR 2021**

Monthly meetings of the Board of Commissioners of the Park District of La Grange are regularly scheduled for the **second Monday of the month (except where noted meeting to fall on the third Monday of the month)**. All regularly scheduled meetings start at 7:00 P.M. in the DeSitter Room located in the Administrative\Recreation Facility at 536 East Avenue, La Grange, Illinois.

Monday, January 11

Monday, February 8

Monday, March 8 *(2021-2022 G.O. Budget to be on display the legal requirement of 30 days)*

Monday, April 12

Monday, May 10

Monday, June 14

Monday, July 12

Monday, August 16 *(Third Monday due to Endless Summerfest)*

Monday, September 13

Monday, October 11

Monday, November 8

Monday, December 13

SECTION 2



COMMUNICATIONS

SECTION 3



ACTION ITEM

Henry Bros. Qualifications

Built with
integrity
since 1921



QUALIFICATIONS/
CAPABILITIES

FOR

PARKS AND RECREATION
FACILITIES



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SECTION 5: BONDING/INSURANCE

SECTION 1

GENERAL FIRM BACKGROUND INFORMATION



The Henry Bros. Co. of today is the result of nearly a century of experience, built upon the old-fashioned cornerstones of honesty and integrity, combined with the latest technology.



Founders Bob and Pat Henry didn't have computers or laser leveling tools, but they knew how to build a strong foundation, and walls that were straight, solid, and true.

Beginning as masonry contractors in 1921, the brothers built for posterity... helping to erect many fine church structures that have served the Chicago area congregations for nearly a century. They also built a solid foundation for growth of the business. In 1932, despite tough economic times in Chicago and the rest of the nation, they incorporated as Henry Bros. Co. (HBCo) and entered the general contracting business.

Through World War II and the 1950s, HBCo stayed with the field they knew best: building churches and church-related structures. In fact, it is almost impossible to go for more than a mile or two in any of Chicago's residential neighborhoods without passing a project built in whole or in part by HBCo.

In the mid-1960s, a new generation assumed responsibility for the business. George P. Henry and William H. Callaghan broadened the company's horizons, winning contracts from school districts, municipalities, and other public-sector clients.



Beginning in the 1970s this led to even greater opportunities as architects who worked with HBCo on public projects began introducing them to private clients. Since then, our portfolio of clients has diversified to include: educational, senior housing, healthcare, hospitality, municipal, recreational, corporate, commercial, retail, and office/warehouse facilities, as well as tenant interiors.

Today, HBCo is a mid-sized, full-service contractor, providing a complete range of preconstruction services applied to general contracting and construction management.

We erected our present office building in suburban Hickory Hills in 1982, and added 16,000 square feet of warehouse and office space in 1990 to accommodate current and future needs.



We began the third generation of ownership in 1987, when we purchased the company from retiring stockholders. Both of us have spent most of our adult lives with HBCo. This is the kind of organization that values relationships; relationships with our clients, professionals involved with our clients, and our employees. Many of our highly skilled craftsmen and construction professionals have been with us for more than a decade, and some in excess of 30 years.

The business foundation, established nearly a century ago, continues to serve the company as it becomes even larger, stronger, and more diversified.

Today HBCo is a firm with a history and a reputation we're very proud of — a firm that our many fine clients are pleased to work with on project after project. We trust that you will seriously consider us for your next project.

Sincerely,

George W. Ferrell
President

William H. Callaghan, Jr.
Executive Vice President



Executive Summary

Thank you for this opportunity to offer a brief summary outlining the aspects of Henry Bros. Co. (HBCo) relevant experience, project approach, and services that we feel are relevant considerations for working with you on your future projects.

Why HBCo? In the Chicago Construction Market, an Owner has many choices when selecting a contractor. At HBCo, each assignment is our opportunity to become an integral part of your project team – not just for today, but for the future as well. We practice a “can do” attitude during all phases of our commitments, regardless of the consequences. Our goal and greatest reward is a client who not only wants us to build their next project, but also feels confident in recommending our services to others. This confidence must be earned every day. We are continually judged not only by what goes according to plan, but also by how we respond when the plan must be altered.

Company Background and Approach: Established in 1921, HBCo has built a solid reputation as one of the Chicago area’s top mid-sized construction firms. As you know, selecting the right contractor is an essential part of project success. From the earliest stages through completion, we focus on giving our clients the control they need over a project’s schedule, budget, and quality. HBCo provides project solutions using several contract delivery methods including G.M.P. Negotiated Contracts, Competitive “Lump Sum” Bids, Construction Management (Agency or “At-Risk”), Design-Build, and Construction Consulting.

Our experience with these various project formats gives us the insight necessary to accurately assess an owner’s needs and assist them in determining which delivery method is most appropriate. Regardless of a project’s size, type, or contract format, the same principles of success apply: deliver honest, accurate information in a timely manner; build your action plan based on your experience and the experience of the team; communicate your plan and back it up with proper documentation, then follow through with your plan based on a systematic management approach. I am confident that we can offer your organization this same approach and reliable results.

Other notable firm information: Current anticipated backlog \$100MM; aggregate and single project bonding facilities of \$100MM/\$50MM; current full time professional/office staff that exceeds 30, and seasonally adjusted field forces at times over 35, including full time superintendents; self performing capability on key trades for better coordination and control; comprehensive preconstruction services for prudent decision making and proactive control.

Where we work: We have amassed solid experience working with a distinguished list of clients in a range of sectors including: senior housing, multi-unit/affordable housing, student housing, hospitality, corporate, commercial, educational, institutional, healthcare, and religious, among others. Projects range in scope and complexity from smaller scale renovations to over \$50MM.

Client List: We have had the privilege of working with an enviable list of clients over the years. We are proud of our long-term working relationships with some of the area’s most highly regarded development, senior/multi-unit housing, corporate/commercial, educational, and institutional clients.

What We Can Offer? In addition to the aspects mentioned above, we believe these projects, combined with our team’s years of experience, really enhance our ability to perform as an integral member of your project team on future assignments. HBCo is uniquely qualified to work with you given our extensive successful track record with a wide variety of projects, comprehensive preconstruction services, and unmatched integrity and fairness in doing business with clients, architects/engineers, subcontractors, and vendors.

Company Leadership

Our company management is actively interested and involved in every project we undertake. Experienced construction professionals, they will provide guidance and support to your project team, and ensure the team has the resources necessary for the successful completion of your project.



Mr. George W. Ferrell – President

Mr. Ferrell's primary responsibility is to ensure the firms' performance meets the highest standards of excellence. Mr. Ferrell has been with HBCo for 54 years; he will devote his time, both in the office and the field to ensure the firms' performance meets the clients' expectations.



Mr. William H. Callaghan, Jr. – Executive Vice President/Secretary

Mr. Callaghan's primary responsibility is also to ensure the firms' performance meets the highest standards of excellence. Mr. Callaghan has been with HBCo for over 47 years; he will devote his time, both in the office and the field to ensure the firms' performance meets the Owners' expectations.



Robert Nielsen – Vice President/Operations

With more than 30 years of construction experience, Bob brings effective leadership and direction to Henry Bros. Co. projects. He is responsible for operations and field supervision and resources, and project management. Bob has an extensive construction background in both field and management. He has a reputation as an excellent communicator with superb organizational skills. He is astute, disciplined, and thorough in his approach to all projects. He has a keen ability to provide essential strategic and tactical management to ensure optimal team performance. He has successfully completed several of Henry Bros.' most complex projects.



Scott Medows – Chief Estimator

Scott brings 35 years of construction management-industry expertise to HBCo having honed his skills serving as director of pre-construction and senior estimator for various construction companies. His project experience includes extensive educational work. Scott is adept at creative thinking and finding competitive advantages. He develops extremely workable budgets, which over the years have generated substantial savings to clients. Scott has cultivated and maintains many strong working relationships with architects and sub-contractors. He will work with clients to develop comprehensive budgets that maintain cost expectations, and respect design integrity. He also has been involved in "hard" bidding projects that range in size and complexity.

**Thomas O'Brien - Vice President/Project Development**

Tom has over 38 years of industry experience working in various estimating, project management, and project development capacities on projects ranging in size and complexity. Working collaboratively, he has extensive knowledge and expertise in successfully identifying and aligning client needs with the preconstruction services they require to ensure successful project control and action planning. He will be involved throughout construction monitoring performance and client satisfaction. Mr. O'Brien has a BA from Elmhurst College and an MBA from George Williams College in Management and Organizational Behavior. He has written and spoken on the topics of project delivery methods and senior housing. His articles on the topic of construction project delivery methods have been published in various trade magazines.

**Marc Deneau – Vice President/ Business Development**

Mr. Deneau has over 35 years of experience in the construction industry. Mr. Deneau leads the company's efforts in expanding existing business relationships by developing new business opportunities while nurturing existing and new client relationships that sustain the future growth of the company. He also identifies business trends and directions to align the company for current and future markets and realistic business opportunities. Mr. Deneau received his Bachelors of Business Administration in 1978 from the University of Cincinnati.

Sandy Austin - Chief Financial Officer

Mrs. Austin is involved in overseeing all the Accounting, Risk Management, IT and Human Resources at HBCo. Sandy graduated from Quincy College with a Bachelor's in Accounting. She has worked in the construction industry for over 30 years in an Accounting capacity, initially as a junior accountant for a subcontractor, and was ultimately promoted to Controller. Her career path then moved to a general contractor in another management capacity. She joined the HBCo Management team in 2001.

Mrs. Austin is an officer on the Construction Financial Management Association (CFMA), an active member of The Associated General Contractors (AGC), serving on the contracts committee and a member of International Risk Management Institute (IRMI).

SECTION 2

RELEVANT EXPERIENCE



Midlothian Park District



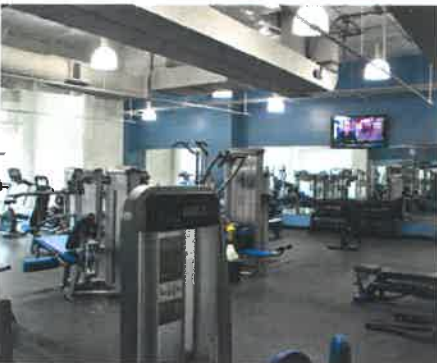
Client: Midlothian Park District

Architect: Studio GC

Location: Midlothian, IL



Description: Henry Bros. Co. completed construction of a new \$13 million addition to the Midlothian Park District's Recreation Center. The 50,000 S.F. addition features two fitness rooms, three multi-purpose rooms, two pre-school rooms, locker rooms, a field house with indoor turf, and an elevated running track.



Apollo Recreation Center Addition to Community Center



Client: Alsip Park District
Architect: Cody/Braun, Inc.
Location: Alsip, Illinois

Description: Formerly an 18,000 S.F. Community Center with only a modest gymnasium, the Apollo Recreation Center came to life with a renovation of the existing structure and a new 22,000 S.F. addition housing an aerobic studio, fitness center, and an additional gymnasium. The new concrete block and brick structure was made to blend with the existing precast building. This addition and facade combined the old with the new, transforming the entire community center into a building which gives the appearance of having been newly constructed.



Cody/Braun & Associates, Inc. achieved this unified look by removing the existing windows and replacing them with new, green translucent panels to complement the luminous green light that towers above the grand lobby. Additionally, an Exterior Finish Insulation System (EFIS) helped create a look of cohesiveness throughout the entire structure's facade.

This was Henry Bros. Co.'s second project for the Alsip Park District. The first was an Aquatic Park completed in 1989.



Nowell Park Recreation Center



Client: Joliet Park District

Architect: Dewberry

Location: Joliet, IL



Description: Henry Bro. Co. constructed Nowell Park Recreation Center, a 30,000 S.F. field house that features a gym with basketball and volleyball courts, an indoor walking track, four multi-purpose rooms, a preschool classroom, and a fitness center with cardio and strength-training equipment. Interior and exterior glass walls provide a unique open concept, while comfortable seating areas complement the many activity areas.

Henry Bros. Co. was hired again as the District's CM providing preconstruction services which included budgeting, value engineering, and input to ensure optimal project controls relating to cost, schedule, and level of quality.

This project represents HBCo's long-term relationship with the Joliet Park District which began in 2006 when we completed a 65,000 S.F. expansion for the Inwood Athletic Club.



Takiff Center



Client: Glencoe Park District

Architect: OWP/P Architects

Location: Glencoe, Illinois

Description: Originally built as an elementary school in 1928, the project included extensive renovations, remodeling and new construction. The improved Community Center now provides space for cultural and social programs, including space for education, athletics, and fitness programs along with administration areas. Central elements of the project include a new gymnasium, new entrance, life-safety updates, new plumbing, HVAC improvements and window replacements.

The existing gym was transformed into studio space for aerobics, dance and karate. An upper floor was added and serves as early childhood rooms. The space used for years by Glencoe Junior Kindergarten and Helen's Ultimate Fitness became community program and meeting rooms and a large function space. A new main entrance at the north end of the facility accesses this portion of the Community Center and the new gym.



Tony Bettenhausen Recreation Center



Client: Tinley Park-Park District

Architect: Cody/Braun & Associates

Location: Tinley Park, Illinois

Description: Constructed for the Tinley Park-Park District utilizing the construction management approach, this award-winning, 72,000-S.F., \$8.6 million complex provides facilities for a wide variety of recreational interests as well as administrative offices. Features include three full-size basketball courts with locker rooms, an eighth-mile running track, aerobics room, arts and crafts room, pre-school classrooms, teaching kitchen, senior center, teen center, game room, indoor playground [Jungle Village], museum for its namesake and an outdoor band shell.

Six months after the completion of the center, an adjoining \$6.1 million aquatic park was completed by Henry Bros. Co.



Inwood Athletic Club Expansion



Client: Joliet Park District

Architect: Dewberry

Location: Joliet, Illinois

Description: As part of this major \$13.4 million, 65,000 S.F. expansion program, Phase 1 of the Inwood Athletic Club consisted of an eight-lane, 25-yard lap pool with spectator seating for 200, an expanded fitness center and youth gym, new adult locker rooms, an indoor one/tenth-mile walking/running track, life fitness equipment, and whirlpool.

The Inwood Complex is one of the finest community centers in the country offering an 18-hole golf course, 10,000-seat football stadium, soccer fields, six lighted softball fields, ice arena, tennis courts, early childhood classrooms, senior programming, and community park.



SECTION 3

PROJECT ORGANIZATION/STAFFING



Personnel/Staffing Plan

Henry Bros. Co. (HBCo) believes that people are the key to successful projects. When you strip away fancy brochures, websites, and other industry “bells and whistles,” the success of any project comes down to people. People are HBCo’s most important “asset.” In this regard, HBCo offers unique values and benefits. Because of our longevity and stability, we have attracted many top construction industry professionals in all roles.



HBCo maintains an extensive in-house office staff of professionals who encompass preconstruction, estimating, project management, accounting, and administrative disciplines.

Experienced, collaborative, client-driven people who offer keen technical prowess, dedication, a passion for excellence, and integrity—these are the keys to success of any assignment.

Our approach to staffing requires that the skill sets and experience of our team members align with your project requirements. As a result, when contemplating staffing for the preconstruction phase of a project, we would select our team based on the following:

- Relevant experience with similar facilities involving the same delivery method.
- Strong estimating, value engineering, and constructability analysis.
- Solid interpersonal skills and a sincere commitment to working collaboratively with all team members.
- A commitment to an approach that offers greater predictability, accountability, and control for our clients which translates into more efficiently managed and successful projects.

Our staffing plan will be tailored to ensure your project receives the appropriate level of professional effort at each critical phase of preconstruction, bidding, and construction. Staffing is scalable and is customized based on the size and complexity of your project.



SECTION 4

PROJECT APPROACH, PRECONSTRUCTION/ CONSTRUCTION PHASE SERVICES



Project Approach/Preconstruction and Construction Phase Services

Your project gives our firm the opportunity to become an integral and indispensable part of your team.

From the earliest stages our approach is: "build it correctly on paper before breaking ground." As a result, we focus on giving you the control you need over the project's schedule, cost, and quality. This requires providing comprehensive preconstruction services and definitive planning during the design phase to ensure the maximum program for the best cost possible.



Our preconstruction specialists help translate project goals into design and construction decisions. As the project develops, they give the team increased options for better decisions and early assurance of meeting cost, schedule, and quality goals.

Properly conducted, this iterative process galvanizes the project's scope setting the stage for a successful project. Through this approach, HBCo offers you the predictability, accountability, and control you need.

Regardless of a project's size, type, or contract format used, the same principles apply: (1) Deliver honest, accurate information in a timely manner. (2) Build the action plan based on our experience and the experience of the team. (3) Communicate the plan and back it up with proper documentation. (4) Then follow through with the plan while staying alert to the challenges that are inherent in any construction project.

A Summary of Our Areas of Expertise and Process:

Preconstruction Services: Some of the most critical decisions are made early in the process. It's easy to cost and schedule the scope you can see, but can you identify the hidden cost issues? HBCo will dig into all facets of the project and uncover the less obvious costs related to issues such as project phasing or site logistics. We will document our assumptions as needed to fill in the gaps and provide a comprehensive recap of cost, quality, and schedule. When you are armed with a thorough understanding of whether or not your goals are on track, you can more effectively inform the design team and make key decisions on time.

Value Engineering/Constructability Reviews: Whether the project is in schematic design or in construction, there are always methods to provide savings while maintaining and sometimes even enhancing the final product. While early value engineering typically yields the biggest cost reductions, the collaborative efforts of the Owner, Designer, and Contractor should yield savings or, at least, prevent a change order. Coordinating and tailoring the multitude of details in a typical set of construction documents requires effort on everyone's part, but getting it right before construction begins is invaluable.

Estimating/Competitive Bidding: From conceptual budgets to competitive bids, we offer the right blend of in-house estimating ability and solid input from subcontractors. A well-thought-out estimate or bid using the right subcontractors sets the stage for a smooth project. Experience and communication are the basis of any good pricing effort. Subcontractors will do their best for a builder that can remove as many unknowns as possible. HBCo knows that we are only as good as the team of subcontractors we bring to the project, so we select our vendors carefully.



Critical Path Scheduling: A schedule should be properly tailored to the project with the appropriate amount of detail to ensure guidance and accountability. Construction projects are actually a complex network of smaller schedules that make up the whole. The ability to assemble, communicate, monitor, and modify these micro-schedules effectively throughout the course of the project, without losing sight of the overall goal, is the key.



Construction Supervision and Project Management: The project needs a project management-superintendent team that can work effectively for you. Our approach for this management team is based on the premise that neither one outranks the other. In addition to their own unique duties, they are typically responsible for “two sides of the same coin.” The Superintendent is the final authority in the field. Scheduling the work, administering our Safety Plan, and monitoring adherence to the contract documents are the main priorities. The Project Manager is responsible for project documentation, keeping the Owner and Design Team informed, and typically has the final word on project costs. Since neither one can perform effectively without the other, we strive to maintain this partnership of trust, experience, and pursuit of the common goal.

Self-Perform Work: As a builder, the ability to self-perform key aspects of the work can be very useful. In addition to having the option to provide key portions of the project in-house, our ability to provide direct labor and materials can help with solutions to last minute challenges. The final benefit is the added insight we gain by constant exposure to actual costs, and ever-changing technological and safety issues. Without this insight we would be out of touch, and become totally reliant on the capabilities of subcontractors.



We strive to maintain a partnership of trust, experience, and pursuit of the common goal.

Project Closeout and Commissioning: Maintaining momentum after completion of a challenging project can be tough without proper management and pro-active control. The key is to get subcontractors to provide as-builts (updated monthly) and warranty information in a timely manner and avoid frustrations for the Owner and Design team. At HBCo, we look for ways to start the closeout process well before substantial completion. In addition to any staff training and commissioning requirements, we work with the design team, the governing municipality, and the subcontractors to organize the various items that will be needed. By starting early, the big effort at the end is reduced and the process of providing closure goes more efficiently.

SECTION 5

BONDING/INSURANCE



Insurance/Bonding



In today's economic climate, it is essential for all owners to make sure they are choosing to work with firms that offer a solid risk management and financial profile. As one of Chicago's oldest and most well-respected construction firms, Henry Bros. Co. offers its clients the stability they need. As the enclosed information demonstrates, we offer exceptional capability and capacity. The firm's insurance is provided through Aon Risk Services. Please see the enclosed sample Certificate of Insurance which delineates the liability limits, which includes Excess/Umbrella Liability of \$20,000,000 and General Liability/General Aggregate of \$2,000,000.



The firm currently has an aggregate bonding program in excess of \$100 million, with substantial available capacity through Travelers Casualty and Surety Company of America. A letter confirming our program and capacity is available upon request.

SECTION 4



ACTION ITEM

Henry Bros.

Contract

Document A134™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the 12th day of April in the year 2021
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525
Attn: Dean Bissias

and the Construction Manager:
(Name, legal status, address, and other information)

Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60457
Attn: William Callaghan, Jr.

for the following Project:
(Name, location, and detailed description)

Nicor LaGrange Parking Facility
610 East Avenue
LaGrange, Illinois

The Architect:
(Name, legal status, address, and other information)

Cody/Braun & Associates, Inc.
1822 Marne Road
Bolingbrook, Illinois 60490
Attn: Jeff Braun

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBITS A THROUGH I

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:

(Provide total and, if known, a line item breakdown.)

\$1,500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234™-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234™-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525
Attn: Dean Bissias, Executive Director

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Architect

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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User Notes: (1399420748)

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer and Material Testing (Owner's Consultant):

TBD later by mutual agreement

.2 Civil Engineer:

To be retained by Architect

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Land Surveyor (Owner's Consultant):

TBD

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Cody/Braun & Associates, Inc.
1822 Marne Road
Bolingbrook, Illinois 60490
Attn: Jeff Braun.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60475
Attn: William Callaghan, Jr.
bcallaghan@henrybros.com
(708) 430-5400

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Public Sealed Bidding except as set forth in Sections 7.2.2.1.1; 7.3.1 and 7.6.1.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Contract Sum and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, General Conditions of the Contract as modified by Amendment to A201-2017 General Conditions (*Exhibit I*), Drawings, Specifications, Exhibits, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification or Construction Manager's Exclusions (*Exhibit E*), is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, and *Exhibit I* - Amendment to A201-2017 General Conditions shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, and *Exhibit I* - Amendment to A201-2017 General Conditions which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 and *Exhibit I* shall mean the Construction Manager.

§ 2.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201-2017. The Contract Time shall be measured from the date of commencement of the Work. Changes in the Work shall be governed by Article 7 of A201-2017.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree for the Construction Phase to

commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, above-ground visible conditions for the Work, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or

Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities regarding performance of the Work (but not the design of the Work) and construction means and methods requirements applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.1 Construction Manager shall establish procedures to require all Subcontractors of any tier ("Subcontractors" for purposes of this Section 3.1.13.1) to comply with all federal, state, and local laws, statutes, ordinances and rules and regulations including but not limited to the Illinois Prevailing Wage Act and the Illinois Human Rights Act. Construction Manager and Subcontractors must have sexual harassment policies in place and agree that their contracts shall be performed in compliance with all other applicable requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et

seq. The Subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Construction Manager shall maintain, and establish procedures that require that the Subcontractors maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, associate with a person with a disability, or unfavorable discharge from military service. Subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under their Subcontracts.

§ 3.1.14 Other Preconstruction Phase Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager or Pre-Construction responsibilities of Owner, or reference an exhibit attached to this document.

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

After award as determined by Owner and Construction Manager, each Trade Contractor Agreement shall be in the form of Construction Manager's standard subcontract. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 3.1.14.1 Before assigning each Trade Contract to Construction Manager, Owner shall ensure that each Trade Contract Agreement, and subcontracts and each of Owner's contracts with any Trade Contractor regarding the Project contain the following terms: Before any Contractor shall be authorized to perform any Work, Owner shall provide to Construction Manager the form of contract to be signed by Trade Contractor so that Construction Manager may satisfy itself that such Trade Contract contains Construction Manager's usual subcontract terms including the terms set forth in Section 3.1.14.1 below.

§ 3.1.14.1.1 "Except regarding claims of bodily injury, disease or death or damage to property (other than the Work itself), Trade Contractor shall indemnify, defend and hold Construction Manager, Construction Manager's shareholders and each of Construction Manager's affiliates and related entities, and Owner and any other entity entitled to indemnification under the Contract Documents, and each of their officers, directors, agents, employees and consultants (the "Indemnified Parties") harmless from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including finds and penalties, costs and attorneys', consultants' or experts' fees as a result of Trade Contractor's actual or alleged failure to perform this Contract in accordance with the terms of this Contract or the Contract Documents. The foregoing obligations of Trade Contractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any of the Indemnified Parties. Trade Contractor's liability includes, but is not limited to, (1) damages, (2) Construction Manager's increased cost of performance, such as extended overhead or increased performance costs resulting from delays or hindrances caused by Trade Contractor or omitted or defective Trade Contractor's Work; (3) consultants' and experts' fees; and (4) attorneys' fees and related costs. Trade Contractor's actual or alleged failure to perform shall include the actual or alleged failure of Trade Contractor's lower-tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of Trade Contractor's performance bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition Construction Manager's or Owner's right of indemnity or remedies against Contractor nor shall it limit Trade Contractor's responsibilities hereunder.

§ 3.1.14.1.2 To the fullest extent permitted by law, Trade Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties and each of them, from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of or claimed to arise out of injuries to persons including, but not limited to, disease or death, or damage to tangible or intangible property (other than the Work itself) including the loss of the use resulting therefrom, or arising or claimed to arise from violation of any codes, rules, ordinances, statutes or regulations, occasioned by or growing out of the execution or performance of Trade Contractor's Work hereunder by Trade Contractor or Trade Contractor's subcontractors of any tier but such Trade Contractor's indemnity obligations do not include any obligation to pay any claims, demands, judgments, expenses, losses, liabilities, including costs and attorneys' fees to the proportional extent caused by an Indemnified Party's negligence. Trade Contractor's indemnity in this section includes, but is not limited to, assumption of all liabilities on account of, or in any way related to, Trade Contractor's Work which Construction Manager may have assumed pursuant to the Contract Documents or under agreement with third parties.

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§ 3.1.14.1.3 In the event that Trade Contractor or any of Trade Contractor's agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Trade Contractor agreed to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys', consultants' and experts' fees, arising out of such use, except to the proportional extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment. The foregoing obligations of Trade Contractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party.

§ 3.1.14.1.4 The Trade Contract Amount includes specific consideration to Trade Contractor for the indemnifications and waivers set forth in this Trade Contract.

§ 3.1.14.1.5 All amounts owed by Trade Contractor to Owner on behalf of Construction Manager as a result of the indemnity, defense and liability provisions of this Trade Contract shall be paid upon demand. With respect to the obligations of the Trade Contractor to defend the Indemnified Parties set forth in this Article, and notwithstanding any limitation on Trade Contractor's duty to indemnify the Indemnified Parties pursuant to this Article, Trade Contractor initially shall pay all costs of defense incurred by all Indemnified Parties and costs of the prosecution of third-party claims regarding Trade Contractor's Work asserted by all Indemnified Parties including attorneys', experts' and consultants' fees, pending entry of final judgment at which time any refund to Trade Contractor for expenses paid beyond Trade Contractor's proportional share of liability shall be adjusted.

§ 3.1.14.1.6 Trade Contractor's indemnification obligations are independent from, and not limited in any manner by, Trade Contractor's insurance coverage obtained pursuant to the Trade Contract.

§ 3.1.14.1.7 Trade Contractor shall obtain and maintain, and cause its subcontractors of any tier to obtain and maintain, the insurance for Trade Contractor as described in *Exhibit C* to the Construction Management Agreement (except as Owner and Construction Manager agree in writing to vary the limits only) which shall be incorporated into the Trade Contract and shall name "Henry Bros. Co. and all of its officers, directors, shareholders, employees, agents, affiliates and subsidiaries" as additional insureds and shall include contractual liability coverage for Trade Contractor's indemnity required by Section 3.14.1.2 of the Construction Management Agreement and Section 3.18.1 of the A201 General Conditions of the Contract for Construction as modified. Immediately upon receipt of this Trade Contract, and as a condition precedent to any obligation of Owner under the Trade Contract, Trade Contractor shall at the expense of Trade Contractor furnish to Construction Manager certificate(s) of insurance in a form acceptable to Construction Manager evidencing the coverages, limits, endorsements and additional insureds required by Owner and Construction Manager. Construction Manager's or Owner's failure to request or to obtain such certificate(s) of insurance from Trade Contractor at Trade Contract inception or prior to any payment shall not be a waiver of this, or any other, covenant or condition of the Trade Contract.

§ 3.1.14.1.8 Trade Contractor understands and agrees that (i) Construction Manager is not responsible for the design of the Project, (ii) Construction Manager is not in the business of supplying information or services to Trade Contractors, (iii) Trade Contractor is not justified in relying on any information or services supplied by Construction Manager, and (iv) Construction Manager is acting solely as agent for the Owner and Construction Manager shall have no liability to Contractor for any amounts claimed due for labor, materials, equipment, overhead, profits or damages arising under or relating to the Trade Contract. Trade Contractor covenants not to sue or to arbitrate against Construction Manager for any cause of action, loss or damages arising from the Project including, without limitation, performance of the Work of the Contractor other than the Trade Contractor's rights in the event of a claim by someone other than any of Trade Contractor, any other Trade Contractor, a Supplier or any of their subcontractors or suppliers of any tier solely related to bodily injury, disease, death or property damage other than to the Work itself. Except in the event of a claim by someone other than any of Trade Contractor, any other Trade Contractor, a Supplier or any of their subcontractors or suppliers of any tier of bodily injury, disease, death or property damage other than to the Work itself, Trade Contractor's sole right and remedy shall be in accordance with Trade Contractor's contract with Owner.

§ 3.1.14.1.9 In the event of any claim by Owner or Owner's property insurer that Trade Contractor has caused damage to or destruction of Owner's property not covered by Construction Manager's Builder's Risk Insurance ("Owner's Underlying Property Claim"), Trade Contractor waives all rights against Owner and Construction Manager for damages

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caused by fire or other causes of loss resulting in or alleged to have resulted in Owner's Underlying Property Claim. Trade Contractor shall require of subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of Construction Manager. Trade Contractor's commercial general liability and excess/umbrella liability insurance shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged, Trade Contractor agrees to deliver to Construction Manager, prior to Trade Contractor's commencement of the Work and as a condition to Trade Contractor's right to payment for Work performed, Trade Contractor's general liability and commercial umbrella liability insurers' endorsement providing for such waiver of Construction Manager's liability as set forth in this Section 3.1.14.1.9.

§ 3.2 Control Estimate

§ 3.2.1 The Construction Manager has prepared a Nicor Property Preliminary Budget (*Exhibit A*) for the Owner's and Architect's review, and the Owner has approved. Once Trade Contracts are awarded, the Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment if and as needed to reflect changes in the Work.

§ 3.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 15, including all Modifications thereto;
- .2 a list of the exclusions (*Exhibit E*) made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4 ("Construction Manager's Exclusions"), to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;
- .5 a date of Substantial Completion, if not established in accordance with Section 3.3.1.3; and
- .6 contingencies for further development of design and construction, as required by Section 3.2.4.

§ 3.2.3 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 3.2.4 To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 3.2.5 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 3.2.6 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the

Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the last of (a) issuance of Final Drawings & Specifications (to be *Exhibit BR*); or (b) the Owner's issuance of a Notice to Proceed; (c) receipt by Construction Manager of Owner's assignment to Construction Manager of all Subcontractor and Supplier Contracts; (d) receipt by Construction Manager of confirmation that governing authorities have issued all required building permits necessary to begin and continue construction; and (e) receipt by Construction Manager of an original of this Agreement and the other Contract Documents executed by Owner. In the event Construction Manager commences construction in advance of any of the foregoing conditions, Construction Manager shall be entitled to an extension of time in accordance with Section 8.3.1 of the General Conditions, as modified by Amendment to A201-2017 General Conditions (*Exhibit I*), if such condition's failure causes delay.

§ 3.3.1.3 Substantial Completion

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Fifty-Three (153) calendar days from the date of commencement of the Construction Phase of the Work.

☐ [] By the following date:

☐ [] By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.7.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

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§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 4.1.2 Prior to the Owner's approval of the Control Estimate, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After the Owner approves the Control Estimate, the Construction Manager may request such information as set forth in A201-2017, Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Owner shall provide temporary construction office space with internet connection and pay for all utilities (i.e. gas, water, electric, internet, etc.) required for the Work and temporary construction office. Owner shall conduct any required coordination with existing utility companies.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

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§ 4.1.7 Owner shall furnish and pay for the following:

- Temporary Electric, Gas, and Water Bills
- Dumpsters
- Portable Toilets and Maintenance
- Civil Layout/Surveying
- Soil and Material Testing
- Soil Reports and Boring Logs
- Environmental Reports
- Site Security
- Temporary Fencing and Gates
- Access Roads and Staging
- Electrical hook-up for Construction Manager's office trailer
- Soil Erosion Control, SWPPP (Storm Water Pollution Prevention Plan), and Reporting
- Permits and all Governmental Fees
- Excess facility charges
- Street maintenance
- Site maintenance
- Final Clean-up
- Hazardous Substances' Abatement
- Professional photos
- Dust control.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Not Applicable.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Intentionally omitted.

§ 5.2 Payments

§ 5.2.1 Intentionally omitted.

§ 5.2.2

(Paragraphs deleted)

Intentionally omitted.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 6.1.2.1 The Construction Manager's Fee shall be Six Percent (6%) of the Cost of the Work as defined in Article 7.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Mark-ups of Construction Manager's Fee, Construction Manager's Lump Sum Insurance Charge and Construction Manager's Lump Sum Bond Charge all in the percentages set forth in Sections 6.2.2 of this Agreement all added to a mark-up of 10% for Construction Manager self-performed work and 10% for Subcontractor's Work and 15% where multiple tiers of Subcontractors are involved.

There shall be no credit of Construction Manager's Fee on credit amounts in Change Orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten Percent (10%) for First Tier, 15% total limits inclusive of First Tier and all Multiple Tiers.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90 %) of the AED Green Book.

§ 6.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 6.1.7 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None.

Init.

§ 6.1.8 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Changes in the Work

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of other than minor changes in the Work, as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 6.1.3.

§ 6.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work in comparison with the Control Estimate or the date of Substantial Completion, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 6.2.4 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, except if part of Construction Manager's Lump Sum Trade Items, are included in Construction Manager's Lump Sum General Conditions Charge.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval are included in Construction Manager's Lump Sum General Conditions Charge.

Init.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work are included in Construction Manager's Lump Sum General Conditions Charge, and limited to the personnel and activities listed below: *(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.2.1.1 A lump sum amount of \$168,000 for General Conditions and General Requirements ("Construction Manager's Lump Sum General Conditions Charge") as defined in Construction Manager's March 5, 2021 Proposal (*Exhibit D*).

§ 7.2.2.1.2 See attached *Exhibit G* for a list of hourly rates for Construction Manager's Additional Work.

§ 7.2.3 Wages or salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 are included in Construction Manager's Lump Sum General Conditions Charge.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.3.1 In addition to Construction Manager's Fee, Construction Manager's Lump Sum General Conditions Charge, Construction Manager's Lump Sum Insurance Charge and Construction Manager's Lump Sum Bond Charge, Construction Manager may self-perform trade work for lump sum compensation to be agreed by Owner and Construction Manager as Subcontract Costs separately for each of (i) excavation, (ii) concrete, and (iii) miscellaneous installations or labor, each subject to increase in accordance with Article 7 of the General Conditions for changed work (collectively, the "Construction Manager's Lump Sum Trade Items"). If Owner directs that Construction Manager bid any of Construction Manager's Lump Sum Trade Items, Construction Manager shall be obligated to solicit competing bids of subcontractors for Construction Manager's Lump Sum Trade Items. Notwithstanding the Owner's right otherwise to audit the Cost of the Work, none of the Construction Manager's Lump Sum Trade Items shall be auditable but instead each shall be deemed to be the actual cost for determining the Cost of the Work.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, dumpsters, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation,

installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract as follows: (a) the lump sum amount of One Percent (1%) of the Cost of the Work, including General Conditions and Construction Manager's Fee, for Construction Manager's Insurance (exclusive of Subcontractor's insurance) ("Construction Manager's Lump Sum Insurance Charge"); and (b) the lump sum amount of One Percent (1.0%) of the Cost of the Work plus Construction Manager's Fee for Construction Manager's payment and performance bonds ("Construction Manager's Lump Sum Bond Charge").

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.2.1 Tax Exempt Status. The Owner is tax exempt. All purchases of materials, labor, services and costs related to the Project are exempt from taxation. In the event the Project labor and materials are subject to tax other than income tax or income-based tax, the Owner shall reimburse the Construction Manager the amount of such tax by Change Order.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, if and for which the Construction Manager is required by the Contract Documents to pay. Owner to secure and pay for the Building Permit.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval are included in Construction Manager's Lump Sum General Conditions Charge.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

Init.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work are included in Construction Manager's Lump Sum General Conditions Charge,, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 Other than as provided by Section 7.3.1 of this Agreement, if any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

Init.

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 through 7.7; and
- .8 Costs for services incurred during the Preconstruction Phase (which are to be reimbursed during the Preconstruction Phase).

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract except regarding all categories set forth in this Agreement as "Lump Sum" and, accordingly, not subject to audit. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than as provided by the Illinois Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner as provided by the Illinois Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 11.1.6 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.6.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.7.

§ 11.1.7 Retainage

§ 11.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

§ 11.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

As to Construction Manager, the retention shall be taken only from that portion of the Application for Payment consisting of Construction Manager's Fee and Construction Manager's Lump Sum Trade Items.

§ 11.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon 50% completion of any line item in the Schedule of Values, withholding may cease for such line items and Construction Manager may request release of retainage on any line item Construction Manager deems appropriate but only upon completion of the Work of such line item subject to Owner's approval which shall not be unreasonably withheld.

§ 11.1.7.3 Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.8 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Upon the earlier of (a) 37 days after Construction Manager delivers to Architect a final accounting for the Cost of the Work and a final Application for Payment, or (b) within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If, prior to or after a final Certificate for Payment, the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs described in Sections 7.1 through 7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

§ 11.2.5 Regardless of whether concerning a progress or final payment, if Owner is not in default of Owner's payment obligations, and a Subcontractor of any tier has served notice to Owner of a mechanics lien claim, Owner agrees to accept from Construction Manager a mechanics lien indemnity bond in the penal sum of 175% of the claim from surety licensed in Illinois as satisfaction of any Owner right to pay the claimant, to withhold from Construction Manager payment, or to assert as a ground for termination of Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017 except when claims by third parties (other than Architect, Architect's Consultants, or Subcontractors of any tier are a party, or by consolidation or joinder), in which case litigation shall be the binding method of dispute resolution.
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Owner's Approval of the Control Estimate

§ 13.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 In the event of termination of this Agreement pursuant to Section 13.1.1 after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.4 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.4.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will

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terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontract and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontract or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.2.4 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 Intentionally omitted.

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§ 14.3 Insurance and Bonds
§ 14.3.1 Preconstruction Phase
Intentionally omitted.

(Table deleted)
(Paragraphs deleted)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, *Exhibit H*, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A134™-2019 *Exhibit H*, and elsewhere in the Contract Documents.

§ 14.4 Notice

Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

§ 14.5.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager. Owner and Construction Manager acknowledge and agree that the obligations of the Construction Manager are solely for the benefit of the Owner and not intended in any respect to benefit the Architect, Subcontractors, or any other third parties.

§ 14.5.2 Construction Manager acknowledges that this is a public works project governed by the Illinois Prevailing Wage Act. Construction Manager shall pay its laborers if any and assure the Owner that Subcontractors shall pay its laborers not less than the established prevailing rate of wages. 820 ILCS 130/1 *et seq.* Construction Manager shall comply with all reporting requirements of the Illinois Prevailing Wage Act. Similarly, the Construction Manager shall assure that all Subcontractors and sub-tier subcontractors comply with the reporting requirements of the Illinois Prevailing Wage Act.

§ 14.5.3 Construction Manager represents that it has in place a Sexual Harassment Policy in accordance with the Illinois Human Rights Act and shall assure the Owner that Trade Contractors shall have in place a Sexual Harassment Policy prior to commencement of work on the Project. 775 ILCS 5/1-105.

§ 14.5.4 Construction Manager represents that it does not discriminate in its hiring practices based upon race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. Construction Manager shall assure the Owner that Trade Contractors shall not discriminate as set forth in this paragraph. 775 ILCS 5/2-1053; 44 Ill. Admin. Code Section 750 *et seq.*

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§ 14.5.5 Construction Manager represents that it is in conformance with the Drug Free Workplace Act. 30 ILCS 580/1 *et seq.*

§ 14.5.6 Construction Manager certifies it is not barred from contracting as a result of bid rigging or bid rotation. 720 ILCS 5/33 E-11.

§ 14.5.7 As an independent contractor of Owner, records in the possession of the Construction Manager related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). The Construction Manager shall immediately provide Owner with any such records requested by the Owner in order to timely respond to any FOIA request received by Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Construction Manager refuses to provide a record that is the subject of a FOIA request to the Owner and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the Owner, in any way, the Construction Manager shall reimburse the Owner for all costs, including attorneys' fees, incurred by the Owner related to the FOIA request and records at issue.

§ 14.5.8 If the Contract Documents include any Supplementary Conditions that are intended to amend or supplement the Agreement, the General Conditions or the Trade Contracts, such Supplementary Conditions are hereby voided. Supplementary Conditions issued after trade bids are received will be incorporated as Modifications only by the Change Order process.

§ 14.5.9 **Warranty and Correction Obligations.** Any warranties of manufacturers or suppliers directly to Owner shall run for the applicable period set forth in the Specifications. Notwithstanding anything to the contrary contained in the Contract Documents, Construction Manager's warranty and duty to correct shall not apply to any system or equipment which is separately warranted to the Owner by a manufacturer, supplier or Subcontractor of any tier. Construction Manager shall not be obligated to provide any warranty bond or maintenance bond.

§ 14.6 Owner's Insurance

§ 14.6.1 Owner shall procure general liability insurance as required by Section A.2.2, property insurance as required by Sections A.2.3.1.3, insurance as required by Sections A.2.3.1.3, A.2.3.2 and A.2.3.3, and, if required, by Section A.2.3.1, all of *Exhibit H*.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A134™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price as modified
- .2 .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by *Exhibit I*
- .4

(Paragraphs deleted)

- .5 Other Exhibits:
(Check all boxes that apply.)

[] AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable.			

6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Nicor Property Preliminary Budget dated March 2, 2021

Exhibit B – Preliminary Drawings

Exhibit BR – Final Drawings & Specifications

Exhibit C – Insurance Requirements for Owner's Separate Contractors, Trade Contractors & Subcontractors

Exhibit D – Construction Manager's March 5, 2021 Proposal

Exhibit E – Construction Manager's Exclusions

Exhibit F – Schedule (to be added after Commencement Date is known)

Exhibit G – Construction Manager's Hourly Rates for Additional Work

Exhibit H – Insurance and Bonds

Exhibit I – Amendment to A201-2017 General Conditions.

This Agreement is entered into as of the day and year first written above.

PARK DISTRICT OF LAGRANGE

HENRY BROS. CO.

OWNER (Signature)

(Printed name and title)


CONSTRUCTION MANAGER (Signature)

George W. Ferrell, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A134™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:01:32 CT on 03/23/2021.

PAGE 1

AGREEMENT made as of the 12th day of April in the year 2021

...

Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525
Attn: Dean Bissias

...

Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60457
Attn: William Callaghan, Jr.

...

Nicor LaGrange Parking Facility
610 East Avenue
LaGrange, Illinois

...

Cody/Braun & Associates, Inc.
1822 Marne Road
Bolingbrook, Illinois 60490
Attn: Jeff Braun

PAGE 2

EXHIBIT A – INSURANCE AND BONDSEXHIBITS A THROUGH I

...

\$1,500,000.
PAGE 3

Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525
Attn: Dean Bissias, Executive Director

...

Architect
PAGE 4

.1 Geotechnical Engineer-Engineer and Material Testing (Owner's Consultant);

TBD later by mutual agreement

...

To be retained by Architect

...

Land Surveyor (Owner's Consultant);
TBD

...

Cody/Braun & Associates, Inc.
1822 Marne Road
Bolingbrook, Illinois 60490
Attn: Jeff Braun.

...

Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60475
Attn: William Callaghan, Jr.
bcallaghan@henrybros.com
(708) 430-5400

...

Public Sealed Bidding except as set forth in Sections 7.2.2.1.1, 7.3.1 and 7.6.1.
PAGE 5

The Contract Documents consist of this Agreement, ~~Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, General Conditions of the Contract as modified by Amendment to A201-2017 General Conditions (Exhibit D), Drawings, Specifications, Exhibits, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.~~ Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a ~~Modification, Modification or Construction Manager's Exclusions (Exhibit E)~~, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

...

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, and *Exhibit I - Amendment to A201-2017 General Conditions* shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information

Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, and Exhibit I - Amendment to A201-2017 General Conditions which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 and Exhibit I shall mean the Construction Manager.

...

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, ~~in consultation with the Architect, agree~~ for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1.3.2 The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, ~~selection above-ground visible conditions for the Work.~~ selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

PAGE 7

The Construction Manager shall prepare, for the ~~Architect's~~ Owner's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

...

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ~~applicable regarding performance of the Work (but not the design of the Work) and construction means and methods requirements applicable~~ to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.1 Construction Manager shall establish procedures to require all Subcontractors of any tier ("Subcontractors" for purposes of this Section 3.1.13.1) to comply with all federal, state, and local laws, statutes, ordinances and rules and regulations including but not limited to the Illinois Prevailing Wage Act and the Illinois Human Rights Act. Construction Manager and Subcontractors must have sexual harassment policies in place and agree that their contracts shall be performed in compliance with all other applicable requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Construction Manager shall maintain and establish procedures that require that the Subcontractors maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, associate with a person with a disability, or unfavorable discharge from military service. Subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Subcontractors shall place appropriate

statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under their Subcontracts.

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Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, Manager or Pre-Construction responsibilities of Owner, or reference an exhibit attached to this document.

...

After award as determined by Owner and Construction Manager, each Trade Contractor Agreement shall be in the form of Construction Manager's standard subcontract. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 3.1.14.1 Before assigning each Trade Contract to Construction Manager, Owner shall ensure that each Trade Contract Agreement, and subcontracts and each of Owner's contracts with any Trade Contractor regarding the Project contain the following terms: Before any Contractor shall be authorized to perform any Work, Owner shall provide to Construction Manager the form of contract to be signed by Trade Contractor so that Construction Manager may satisfy itself that such Trade Contract contains Construction Manager's usual subcontract terms including the terms set forth in Section 3.1.14.1 below.

§ 3.1.14.1.1 "Except regarding claims of bodily injury, disease or death or damage to property (other than the Work itself), Trade Contractor shall indemnify, defend and hold Construction Manager, Construction Manager's shareholders and each of Construction Manager's affiliates and related entities, and Owner and any other entity entitled to indemnification under the Contract Documents, and each of their officers, directors, agents, employees and consultants (the "Indemnified Parties") harmless from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including finds and penalties, costs and attorneys' fees, consultants' or experts' fees as a result of Trade Contractor's actual or alleged failure to perform this Contract in accordance with the terms of this Contract or the Contract Documents. The foregoing obligations of Trade Contractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any of the Indemnified Parties. Trade Contractor's liability includes, but is not limited to, (1) damages; (2) Construction Manager's increased cost of performance, such as extended overhead or increased performance costs resulting from delays or hindrances caused by Trade Contractor or omitted or defective Trade Contractor's Work; (3) consultants' and experts' fees; and (4) attorneys' fees and related costs. Trade Contractor's actual or alleged failure to perform shall include the actual or alleged failure of Trade Contractor's lower-tier subcontractors or suppliers to perform. The foregoing indemnity shall also be an obligation of Trade Contractor's performance bond surety provided, however, the existence or non-existence of a performance or payment bond shall in no way limit or condition Construction Manager's or Owner's right of indemnity or remedies against Contractor nor shall it limit Trade Contractor's responsibilities hereunder.

§ 3.1.14.1.2 To the fullest extent permitted by law, Trade Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties and each of them, from and against any and all claims, demands, suits, actions, expenses, judgments, losses and liabilities, including fines and penalties, costs and attorneys' fees, consultants' and experts' fees arising out of or claimed to arise out of injuries to persons including, but not limited to, disease or death, or damage to tangible or intangible property (other than the Work itself) including the loss of the use resulting therefrom, or arising or claimed to arise from violation of any codes, rules, ordinances, statutes or regulations, occasioned by or growing out of the execution or performance of Trade Contractor's Work hereunder by Trade Contractor or Trade Contractor's subcontractors of any tier but such Trade Contractor's indemnity obligations do not include any obligation to pay any claims, demands, judgments, expenses, losses, liabilities, including costs and attorneys' fees to the proportional extent caused by an Indemnified Party's negligence. Trade Contractor's indemnity in this section includes, but is not limited to, assumption of all liabilities on account of, or in any way related to, Trade Contractor's Work which Construction Manager may have assumed pursuant to the Contract Documents or under agreement with third parties.

§ 3.1.14.1.3 In the event that Trade Contractor or any of Trade Contractor's agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of any of the Indemnified Parties, Trade Contractor agreed to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, demands, suits, actions, expenses, judgments, losses and

liabilities, including fines and penalties, costs and attorneys' consultants' and experts' fees, arising out of such use, except to the proportional extent such loss or damage shall be caused by the negligence of any of the Indemnified Parties' employees operating any of the Indemnified Party-owned or Indemnified Party-leased equipment. The foregoing obligations of Trade Contractor shall include, but are not limited to, indemnifying, defending and holding harmless from claims made by third parties against any Indemnified Party.

§ 3.1.14.1.4 The Trade Contract Amount includes specific consideration to Trade Contractor for the indemnifications and waivers set forth in this Trade Contract.

§ 3.1.14.1.5 All amounts owed by Trade Contractor to Owner on behalf of Construction Manager as a result of the indemnity, defense and liability provisions of this Trade Contract shall be paid upon demand. With respect to the obligations of the Trade Contractor to defend the Indemnified Parties set forth in this Article, and notwithstanding any limitation on Trade Contractor's duty to indemnify the Indemnified Parties pursuant to this Article, Trade Contractor initially shall pay all costs of defense incurred by all Indemnified Parties and costs of the prosecution of third-party claims regarding Trade Contractor's Work asserted by all Indemnified Parties including attorneys' experts' and consultants' fees, pending entry of final judgment at which time any refund to Trade Contractor for expenses paid beyond Trade Contractor's proportional share of liability shall be adjusted.

§ 3.1.14.1.6 Trade Contractor's indemnification obligations are independent from, and not limited in any manner by, Trade Contractor's insurance coverage obtained pursuant to the Trade Contract.

§ 3.1.14.1.7 Trade Contractor shall obtain and maintain, and cause its subcontractors of any tier to obtain and maintain, the insurance for Trade Contractor as described in Exhibit C to the Construction Management Agreement (except as Owner and Construction Manager agree in writing to vary the limits only) which shall be incorporated into the Trade Contract and shall name "Henry Bros. Co. and all of its officers, directors, shareholders, employees, agents, affiliates and subsidiaries" as additional insureds and shall include contractual liability coverage for Trade Contractor's indemnity required by Section 3.14.1.2 of the Construction Management Agreement and Section 3.18.1 of the A201 General Conditions of the Contract for Construction as modified. Immediately upon receipt of this Trade Contract, and as a condition precedent to any obligation of Owner under the Trade Contract, Trade Contractor shall at the expense of Trade Contractor furnish to Construction Manager certificate(s) of insurance in a form acceptable to Construction Manager evidencing the coverages, limits, endorsements and additional insureds required by Owner and Construction Manager. Construction Manager's or Owner's failure to request or to obtain such certificate(s) of insurance from Trade Contractor at Trade Contract inception or prior to any payment shall not be a waiver of this, or any other, covenant or condition of the Trade Contract.

§ 3.1.14.1.8 Trade Contractor understands and agrees that (i) Construction Manager is not responsible for the design of the Project, (ii) Construction Manager is not in the business of supplying information or services to Trade Contractors, (iii) Trade Contractor is not justified in relying on any information or services supplied by Construction Manager, and (iv) Construction Manager is acting solely as agent for the Owner and Construction Manager shall have no liability to Contractor for any amounts claimed due for labor, materials, equipment, overhead, profits or damages arising under or relating to the Trade Contract. Trade Contractor covenants not to sue or to arbitrate against Construction Manager for any cause of action, loss or damages arising from the Project including, without limitation, performance of the Work of the Contractor other than the Trade Contractor's rights in the event of a claim by someone other than any of Trade Contractor, any other Trade Contractor, a Supplier or any of their subcontractors or suppliers of any tier solely related to bodily injury, disease, death or property damage other than to the Work itself. Except in the event of a claim by someone other than any of Trade Contractor, any other Trade Contractor, a Supplier or any of their subcontractors or suppliers of any tier of bodily injury, disease, death or property damage other than to the Work itself, Trade Contractor's sole right and remedy shall be in accordance with Trade Contractor's contract with Owner.

§ 3.1.14.1.9 In the event of any claim by Owner or Owner's property insurer that Trade Contractor has caused damage to or destruction of Owner's property not covered by Construction Manager's Builder's Risk Insurance ("Owner's Underlying Property Claim"), Trade Contractor waives all rights against Owner and Construction Manager for damages caused by fire or other causes of loss resulting in or alleged to have resulted in Owner's Underlying Property Claim. Trade Contractor shall require of subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of Construction Manager. Trade Contractor's commercial general liability and excess/umbrella liability insurance shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity

even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Trade Contractor agrees to deliver to Construction Manager, prior to Trade Contractor's commencement of the Work and as a condition to Trade Contractor's right to payment for Work performed, Trade Contractor's general liability and commercial umbrella liability insurers' endorsement providing for such waiver of Construction Manager's liability as set forth in this Section 3.1.14.1.9.

§ 3.2.1 ~~At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate. The Construction Manager has prepared a Nicor Property Preliminary Budget (Exhibit A) for the Owner's and Architect's review, and the Owner's approval. The Owner has approved. Once Trade Contracts are awarded, the Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment if and as needed to reflect changes in the Work.~~

PAGE 10

- 2 a list of the ~~assumptions~~ exclusions (*Exhibit E*) made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4, 3.2.4 ("Construction Manager's Exclusions"), to supplement the information provided by the Owner and contained in the Contract Documents;

PAGE 11

§ 3.3.1.2 ~~The Construction Phase shall commence upon the Owner's approval of the Control Estimate or, prior to acceptance of the Control Estimate, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate, last of (a) issuance of Final Drawings & Specifications (to be Exhibit BR); or (b) the Owner's issuance of a Notice to Proceed; (c) receipt by Construction Manager of Owner's assignment to Construction Manager of all Subcontractor and Supplier Contracts; (d) receipt by Construction Manager of confirmation that governing authorities have issued all required building permits necessary to begin and continue construction; and (e) receipt by Construction Manager of an original of this Agreement and the other Contract Documents executed by Owner. In the event Construction Manager commences construction in advance of any of the foregoing conditions, Construction Manager shall be entitled to an extension of time in accordance with Section 8.3.1 of the General Conditions, as modified by Amendment to A201-2017 General Conditions (Exhibit I), if such condition's failure causes delay.~~

...

[☒] Not later than One Hundred Fifty-Three (153) calendar days from the date of commencement of the Construction Phase of the Work.

PAGE 12

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ ~~systems~~ sustainability and site requirements.

...

§ 4.1.4.3 ~~The Owner, when such services are requested, Owner~~ shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Owner shall

~~provide temporary construction office space with internet connection and pay for all utilities (i.e. gas, water, electric, internet, etc.) required for the Work and temporary construction office. Owner shall conduct any required coordination with existing utility companies.~~

PAGE 13

§ 4.1.7 Owner shall furnish and pay for the following:

~~Temporary Electric, Gas, and Water Bills
Dumpsters
Portable Toilets and Maintenance
Civil Layout/Surveying
Soil and Material Testing
Soil Reports and Boring Logs
Environmental Reports
Site Security
Temporary Fencing and Gates
Access Roads and Staging
Electrical hook-up for Construction Manager's office trailer
Soil Erosion Control, SWPPP (Storm Water Pollution Prevention Plan), and Reporting
Permits and all Governmental Fees
Excess facility charges
Street maintenance
Site maintenance
Final Clean-up
Hazardous Substances' Abatement
Professional photos
Dust control.~~

...

Not Applicable.

PAGE 14

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. Intentionally omitted.~~

...

~~§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Intentionally omitted.~~

~~§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)~~

~~—% Intentionally omitted.~~

...

§ 6.1.2.1 The Construction Manager's Fee shall be Six Percent (6%) of the Cost of the Work as defined in Article 7.

...

Mark-ups of Construction Manager's Fee, Construction Manager's Lump Sum Insurance Charge and Construction Manager's Lump Sum Bond Charge all in the percentages set forth in Sections 6.2.2 of this Agreement all added to a mark-up of 10% for Construction Manager self-performed work and 10% for Subcontractor's Work and 15% where multiple tiers of Subcontractors are involved.

There shall be no credit of Construction Manager's Fee on credit amounts in Change Orders.

...

Ten Percent (10%) for First Tier, 15% total limits inclusive of First Tier and all Multiple Tiers.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (— %) of the standard rental rate paid at the place of the Project. ~~Ninety~~ percent (90 %) of the AED Green Book.

...

None.
PAGE 15

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of other than minor changes in the Work, as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops~~ workshops, except if part of Construction Manager's Lump Sum Trade Items, are included in Construction Manager's Lump Sum General Conditions Charge.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior ~~approval~~ approval are included in Construction Manager's Lump Sum General Conditions Charge.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the ~~Work~~ Work are included in Construction Manager's Lump Sum General Conditions Charge, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.2.1.1 A lump sum amount of \$168,000 for General Conditions and General Requirements ("Construction Manager's Lump Sum General Conditions Charge") as defined in Construction Manager's March 5, 2021 Proposal (Exhibit D).

§ 7.2.2.1.2 See attached Exhibit G for a list of hourly rates for Construction Manager's Additional Work.

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§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, 7.2.3 are included in Construction Manager's Lump Sum General Conditions Charge.

...

§ 7.3.1 In addition to Construction Manager's Fee, Construction Manager's Lump Sum General Conditions Charge, Construction Manager's Lump Sum Insurance Charge and Construction Manager's Lump Sum Bond Charge. Construction Manager may self-perform trade work for lump sum compensation to be agreed by Owner and Construction Manager as Subcontract Costs separately for each of (i) excavation, (ii) concrete, and (iii) miscellaneous installations or labor, each subject to increase in accordance with Article 7 of the General Conditions for changed work (collectively, the "Construction Manager's Lump Sum Trade Items"). If Owner directs that Construction Manager bid any of Construction Manager's Lump Sum Trade Items, Construction Manager shall be obligated to solicit competing bids of subcontractors for Construction Manager's Lump Sum Trade Items. Notwithstanding the Owner's right otherwise to audit the Cost of the Work, none of the Construction Manager's Lump Sum Trade Items shall be auditable but instead each shall be deemed to be the actual cost for determining the Cost of the Work.

...

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, dumpsters, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

PAGE 17

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract-Contract as follows: (a) the lump sum amount of One Percent (1%) of the Cost of the Work, including General Conditions and Construction Manager's Fee, for Construction Manager's Insurance (exclusive of Subcontractor's insurance) ("Construction Manager's Lump Sum Insurance Charge"); and (b) the lump sum amount of One Percent (1.0%) of the Cost of the Work plus Construction Manager's Fee for Construction Manager's payment and performance bonds ("Construction Manager's Lump Sum Bond Charge").

...

§ 7.6.2.1 Tax Exempt Status. The Owner is tax exempt. All purchases of materials, labor, services and costs related to the Project are exempt from taxation. In the event the Project labor and materials are subject to tax other than income tax or income-based tax, the Owner shall reimburse the Construction Manager the amount of such tax by Change Order.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, if and for which the Construction Manager is required by the Contract Documents to pay. Owner to secure and pay for the Building Permit.

...

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval-approval are included in Construction Manager's Lump Sum General Conditions Charge.

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§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, Work are included in Construction Manager's Lump Sum General Conditions Charge, with the Owner's prior approval.

...

§ 7.8.2 If Other than as provided by Section 7.3.1 of this Agreement, if any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of

the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

PAGE 19

- .8 Costs for services incurred during the Preconstruction Phase which are to be reimbursed during the Preconstruction Phase).

...

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. Contract except regarding all categories set forth in this Agreement as "Lump Sum" and, accordingly, not subject to audit. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

...

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month as provided by the Illinois Government Prompt Payment Act, 50 ILCS 505/1 et seq. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment as provided by the Illinois Government Prompt Payment Act, 50 ILCS 505/1 et seq.

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§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

...

Ten Percent

PAGE 21

As to Construction Manager, the retention shall be taken only from that portion of the Application for Payment consisting of Construction Manager's Fee and Construction Manager's Lump Sum Trade Items.

...

Upon 50% completion of any line item in the Schedule of Values, withholding may cease for such line items and Construction Manager may request release of retainage on any line item Construction Manager deems appropriate but only upon completion of the Work of such line item subject to Owner's approval which shall not be unreasonably withheld.

PAGE 22

§ 11.2.2.2 Within-Upon the earlier of (a) 37 days after Construction Manager delivers to Architect a final accounting for the Cost of the Work and a final Application for Payment, or (b) within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If prior to or after a final Certificate for Payment, the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payment.

...

§ 11.2.5 Regardless of whether concerning a progress or final payment, if Owner is not in default of Owner's payment obligations, and a Subcontractor of any tier has served notice to Owner of a mechanics lien claim, Owner agrees to accept from Construction Manager a mechanics lien indemnity bond in the penal sum of 175% of the claim from surety licensed in Illinois as satisfaction of any Owner right to pay the claimant, to withhold from Construction Manager payment, or to assert as a ground for termination of Construction Manager.

...

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

...

Not Applicable.

PAGE 23

☒ Arbitration pursuant to Article 15 of AIA Document A201-2017 except when claims by third parties (other than Architect, Architect's Consultants, or Subcontractors of any tier are a party, or by consolidation or joinder), in which case litigation shall be the binding method of dispute resolution.

PAGE 24

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as

provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither ~~Neither~~ party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

~~§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.~~ Intentionally omitted.

PAGE 25

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost. Intentionally omitted.

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of these motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 14.3.1.6 Other Insurance~~

~~(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)~~

Coverage

Limits

...

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, H, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A134™-2019 Exhibit A, H, and elsewhere in the Contract Documents.

...

§ 14.5.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager. Owner and Construction Manager acknowledge and agree that the obligations of the Construction Manager are solely for the benefit of the Owner and not intended in any respect to benefit the Architect, Subcontractors, or any other third parties.

§ 14.5.2 Construction Manager acknowledges that this is a public works project governed by the Illinois Prevailing Wage Act. Construction Manager shall pay its laborers if any and assure the Owner that Subcontractors shall pay its laborers not less than the established prevailing rate of wages. 820 ILCS 130/1 et seq. Construction Manager shall comply with all reporting requirements of the Illinois Prevailing Wage Act. Similarly, the Construction Manager shall assure that all Subcontractors and sub-tier subcontractors comply with the reporting requirements of the Illinois Prevailing Wage Act.

§ 14.5.3 Construction Manager represents that it has in place a Sexual Harassment Policy in accordance with the Illinois Human Rights Act and shall assure the Owner that Trade Contractors shall have in place a Sexual Harassment Policy prior to commencement of work on the Project. 775 ILCS 5/1-105.

§ 14.5.4 Construction Manager represents that it does not discriminate in its hiring practices based upon race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. Construction Manager shall assure the Owner that Trade Contractors shall not discriminate as set forth in this paragraph. 775 ILCS 5/2-1053; 44 Ill. Admin. Code Section 750 et seq.

§ 14.5.5 Construction Manager represents that it is in conformance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

§ 14.5.6 Construction Manager certifies it is not barred from contracting as a result of bid rigging or bid rotation. 720 ILCS 5/33 E-11.

§ 14.5.7 As an independent contractor of Owner, records in the possession of the Construction Manager related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"). 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Construction Manager shall immediately provide Owner with any such records requested by the Owner in order to timely respond to any FOIA request received by Owner. The Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Construction Manager refuses to provide a record that is the subject of a FOIA request to the Owner and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the Owner, in any way, the Construction Manager shall reimburse the Owner for all costs, including attorneys' fees, incurred by the Owner related to the FOIA request and records at issue.

§ 14.5.8 If the Contract Documents include any Supplementary Conditions that are intended to amend or supplement the Agreement, the General Conditions or the Trade Contracts, such Supplementary Conditions are hereby voided. Supplementary Conditions issued after trade bids are received will be incorporated as Modifications only by the Change Order process.

§ 14.5.9 Warranty and Correction Obligations. Any warranties of manufacturers or suppliers directly to Owner shall run for the applicable period set forth in the Specifications. Notwithstanding anything to the contrary contained in the Contract Documents, Construction Manager's warranty and duty to correct shall not apply to any system or equipment which is separately warranted to the Owner by a manufacturer, supplier or Subcontractor of any tier. Construction Manager shall not be obligated to provide any warranty bond or maintenance bond.

§ 14.6 Owner's Insurance

§ 14.6.1 Owner shall procure general liability insurance as required by Section A.2.2, property insurance as required by Sections A.2.3.1.3, insurance as required by Sections A.2.3.1.3, A.2.3.2 and A.2.3.3, and, if required, by Section A.2.3.1, all of Exhibit H.

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- .1 AIA Document A134™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price as modified
- .2 ~~AIA Document A134™-2019, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by Exhibit I
- .4 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

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Not Applicable.

...

Exhibit A – Nicor Property Preliminary Budget dated March 2, 2021

Exhibit B – Preliminary Drawings

Exhibit BR – Final Drawings & Specifications

Exhibit C – Insurance Requirements for Owner's Separate Contractors, Trade Contractors & Subcontractors

Exhibit D – Construction Manager's March 5, 2021 Proposal

Exhibit E – Construction Manager's Exclusions

Exhibit F – Schedule (to be added after Commencement Date is known)

Exhibit G – Construction Manager's Hourly Rates for Additional Work

Exhibit H – Insurance and Bonds

Exhibit I – Amendment to A201-2017 General Conditions.

...

PARK DISTRICT OF LAGRANGE

HENRY BROS. CO.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John S. Mrowiec, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:01:32 CT on 03/23/2021 under Order No. 4997089066 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A134™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

Nicor Property Budget Estimate

March 2, 2021



Park District of La Grange
Nicor LaGrange Facility
610 East Avenue



DESCRIPTION	Quantity	Unit	Unit Cost	Subtotal	TOTAL
Lane Closure Signage	4	EA	375	\$1,500	
Temp Road Closures	12	EA	375	\$4,500	
Temporary Barricades	3	EA	2,000	\$6,000	
Sediment Controls	500	LF	5	\$2,500	
Sawcut Pavement	400	LF	15	\$6,000	
Excavate to expose pipes	30	CY	67	\$2,000	
Cap Water Main	1	EA	10,000	\$10,000	
Cap Sanitary pipe	3	EA	7,500	\$22,500	
Backfill Excavations	30	CY	67	\$2,000	
Sawcut for patching	500	LF	14	\$7,000	
Patch Asphalt	50	SY	50	\$2,500	
Remove temp closures, signs, barricades	1	LS	1,000	\$1,000	
Excavate for Pond - Export Subtitle D	3,250	CY	90	\$292,500	
Excavate for Pond - Import	2,500	CY	40	\$100,000	
Site Utilities - Structures	17	EA	4,000	\$68,000	
Site Utilities - Piping	800	LF	80	\$64,000	
Asphalt Paving	6,000	SY	35	\$210,000	
Concrete Curbs	1,680	LF	27	\$45,350	
Concrete Paving	1,500	SF	9	\$13,500	
Concrete Sidewalks	4,200	SF	7	\$29,400	
Fence	415	LF	50	\$20,750	
Landscaping	1	ALLOW	100,000	\$100,000	
Retaining Wall - 465 LF x 6' tall	2,790	SF	25	\$70,000	
Light poles	4	EA	9,000	\$36,000	
SUB TOTAL					\$1,117,000
Estimating Contingency					\$50,000
General Liability Insurance				1%	\$11,000
Bond				1%	\$11,000
General Conditions, General Requirements (Superintendent as needed)				15%	\$168,000
Fee				6%	\$68,000
Construction Contingency					\$75,000
TOTAL					\$1,500,000

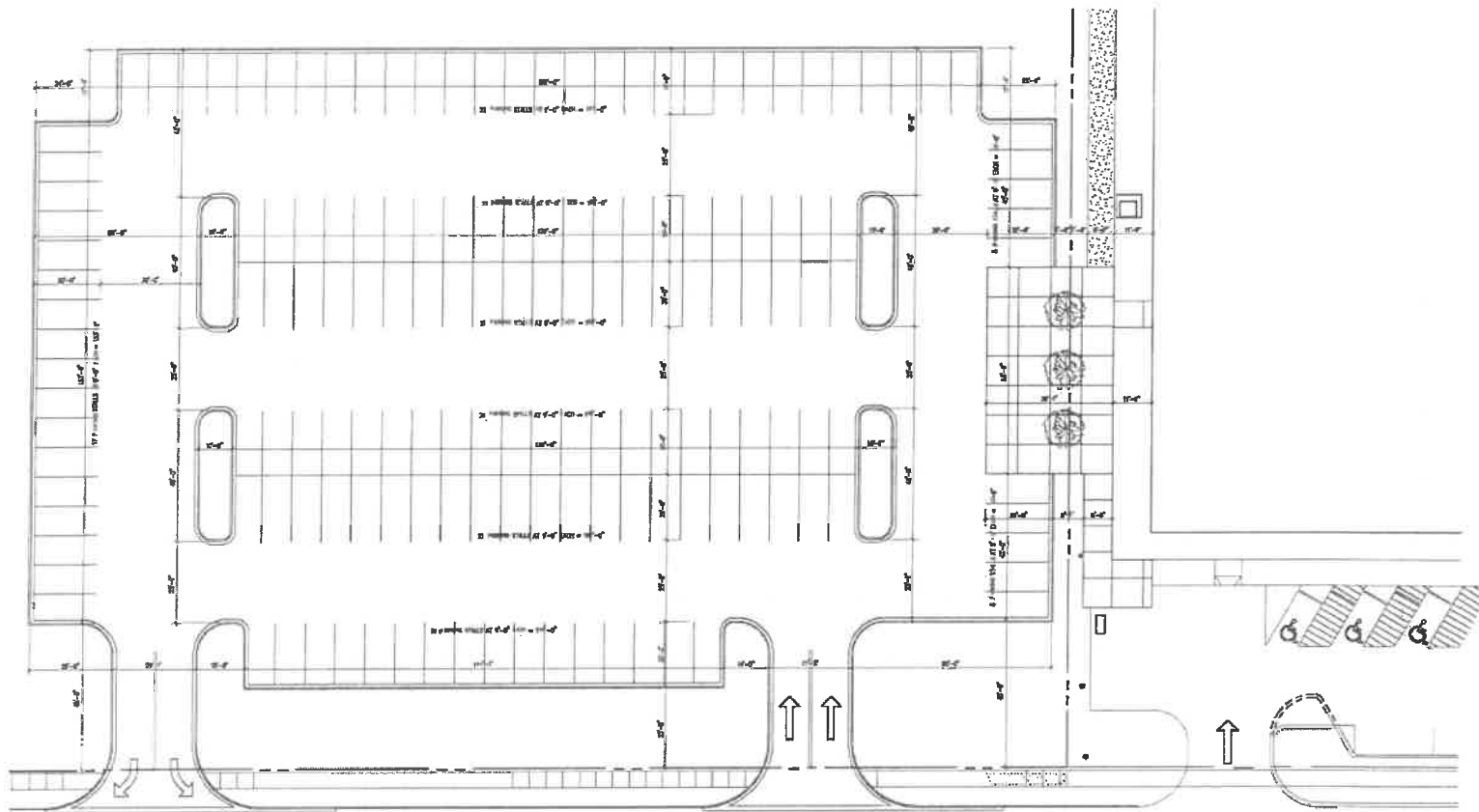
Excludes

Architectural or Engineering Fees

Final costs to be determined once Architectural and Engineering plans are complete

EXHIBIT B

PRELIMINARY DRAWINGS



NEW 157 STALL PARKING LOT PLAN
SCALE: 1/8" = 1'-0"



REVISIONS
August 15, 2022
November 20, 2022
December 14, 2022

© 2022
ALL RIGHTS RESERVED

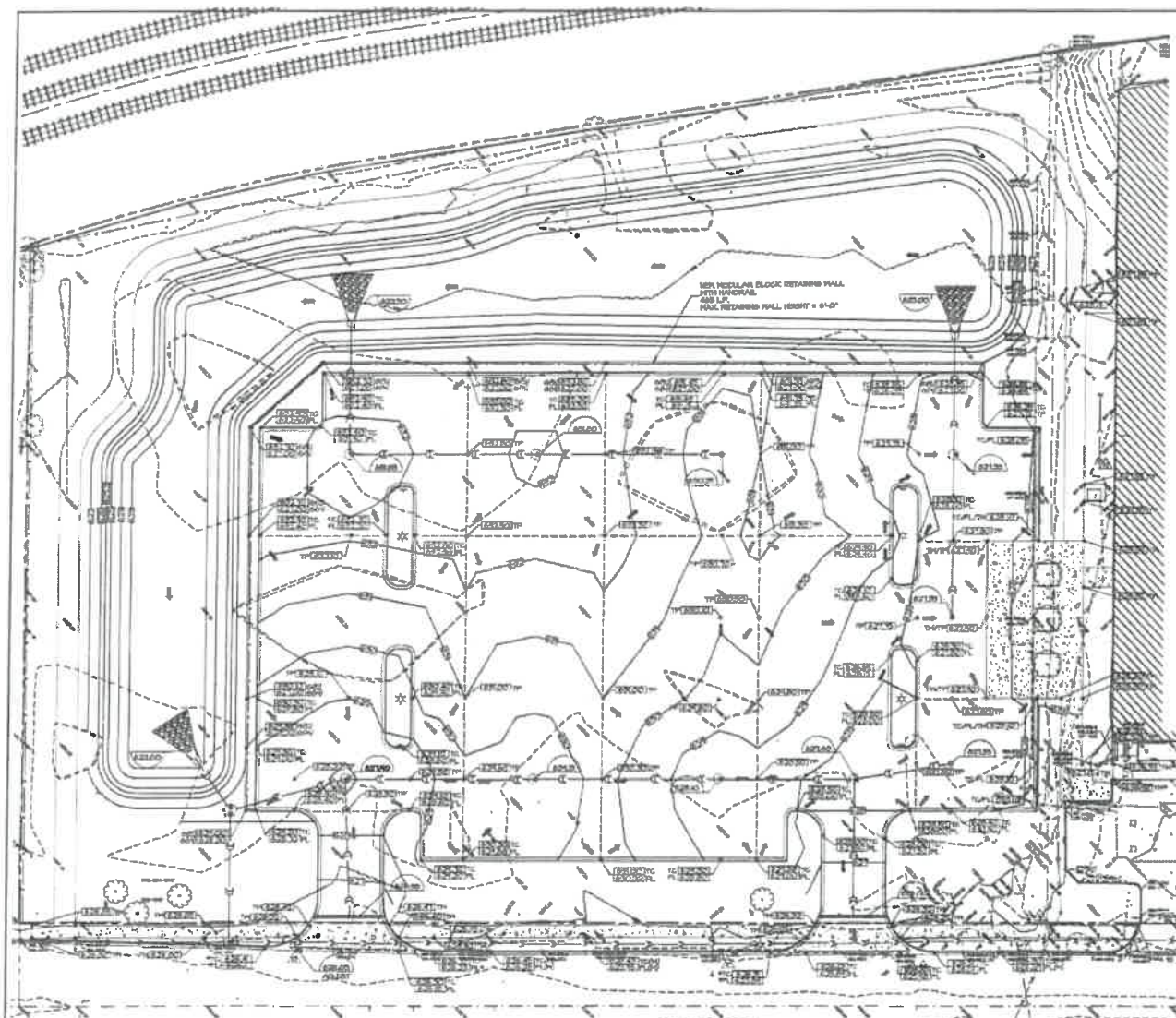
architects
CODY/BRAUN & ASSOCIATES, LLC
1500 MARKET BLVD • KENOSHA, WI 53140 • 920.776.1000



X:\00000000
NEW 157 CAR PARKING LOT FOR
THE PARK DISTRICT OF LAGRANGE
536 EAST AVENUE - LAGRANGE, ILLINOIS

DATE
2022/08/15
CAD FILE
202208 Planning
JOB NO.
202206
DRAWN BY
JES

SHEET
A-0x
OF **X**



EXISTING UTILITY DATA

- [illegible]

HATCH LEGEND

-  NEW ASPHALT TRAIL
-  NEW CONCRETE PAVEMENT
- NEW CONCRETE SIDEWALK

GRADING LEGEND

- | | |
|---|----------------------------------|
|  | EDGING SPOT GRADE |
|  | PROPOSED SPOT GRADE |
|  | INTERPOLATED SPOT GRADE |
|  | PROPOSED FINISH ELEVATION |
|  | EDGING CURVE L&R |
|  | PROPOSED CURVE L&R |
|  | OVERLAP AND FLOW ARROWS |
|  | 10 YEAR OVERLAP AND FLOW PROFILE |
|  | INTERSECTION OVERLAP ARROWS |
|  | TOP OF FINISHING ELEVATION |
| TP | TOP OF GEOTECH ELEVATION |
| PE | PRESSURE GRADE ELEVATION |
| FP | FINISHED FLOOR ELEVATION |
| TL | TOP OF GROUND ELEVATION |
| FL | FLOOD LINE ELEVATION |
| ADJUST | ADJUST EDGING FIN ELEVATION |
|  | EDGING CLOSED HANDLE |
|  | EDGING OPEN WHITE HANDLE |
|  | EDGING DRIVEWAY GRADE HANDLE |
|  | EDGING GARDY RILEY |
|  | EDGING FIRE HYDRANT |
|  | EDGING VALVE VAULT |
|  | EDGING BI-BLOCK |
|  | PROPOSED FIRE HYDRANT |
|  | PROPOSED VALVE WITH VAULT |
|  | PROPOSED BI-BLOCK |
|  | PROPOSED RILEY |
|  | PROPOSED LID OPEN GATE (BAMM) |
|  | PROPOSED CLOSED LID HANDLE |
|  | PROPOSED RESTRICTOR STRUCTURE |
|  | PROPOSED NYLOPLAST DRAIN BASE |
|  | PROPOSED FINISH END SECTION |
|  | PROPOSED GRADED TRAMP |

ACQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

NEW PARKING LOT
 610 EAST AVENUE
 LAGRANGE, ILLINOIS 60526
 THE PARK DISTRICT OF LA GRANGE
 ISSUE
 TO DATE



CHECROM
DIVERSIFIED
JOE 2000 INC.

EX-1.0
FIELDWORK OFFERING
EXAM

EXHIBIT C

(PARK DISTRICT OF LAGRANGE NICOR PARKING) SUBCONTRACTOR'S AND OWNER'S SEPARATE CONTRACTORS' PROVIDED INSURANCE AND ADDITIONAL INSURED

This Exhibit C sets forth detail regarding insurance to be provided by any Trade Contractors and Owner's Separate Contractors (collectively, and for purposes of this Exhibit C only, "Contractors") and their Subcontractors under the Trade Contracts ultimately to be assigned to Construction Manager as first tier subcontractors ("Assigned Subcontractors"). Trade Contractors, Assigned Subcontractors and Owner's Separate Contractors shall obtain and maintain insurance ("Contractor's Insurance") and shall cause Subcontractors of any tier separately to purchase and maintain insurance ("Subcontractors' Insurance"), with the following quality, coverage, limits and conditions until Final Completion or for such longer duration as provided below (collectively, Contractor's Insurance and Subcontractors' Insurance are "Contractors' Provided Insurance").

I. Contractors' Provided Insurance

A. Summary of Coverages Required

1. Insurance for the Work performed by each Contractor includes the following coverage as further described below:

- a. Workers' Compensation and Employer's Liability Insurance,
- b. Commercial General Liability Insurance,
- c. Commercial Automobile Liability Insurance,
- d. Umbrella/Excess Liability Insurance, and
- e. Insurance Relevant to Specific Scopes of Work.

2. Quality Ratings

- a. Company or companies legally authorized to transact insurance business in the state of Illinois
- b. A.M. Best: A, VIII/stable or must be otherwise acceptable to the Construction Manager

c. Standard & Poor's: A/stable

d. Moody's: A1/stable. (Should a provider not have a Moody's rating, AM Best and Standard and Poor's ratings shall apply.)

3. Coverages & Minimum Limits for Contractors (Non-Assigned Subcontractors' Coverage and Limits are addressed at Section I.)

a. Worker's Compensation & Employer's Liability. Contractor will maintain Statutory Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over its employees while engaged in the performance of the Work at locations other than those described as the Project Site. This insurance will also cover any Contractor's employees working on or away from the project site and coming on the Project Site after the date of Final Certificate of Occupancy of the Project and Subcontractor(s) employees after Subcontractor(s) has finally performed its Subcontract. The limits of coverage are as follows:

i. Limits. Workers' Compensation coverage will comply with the statutory limits of the State of Illinois. Employers Liability insurance shall have limits as follows:

\$1,000,000 bodily injury by accident for each person,

\$1,000,000 bodily injury by disease for each person,

\$1,000,000 bodily injury by disease-policy limit.

ii. Waiver of Subrogation endorsement in favor of Construction Manager and other Additional Insureds

iii. To the extent relevant exposures exist, endorsement(s) to include Longshoremen's and Harbor Workers' Compensation Act coverage and maritime coverage

iv. If relevant, with "Other States" endorsement to cover workers compensation exposure in each of the states in which the Named Insured operates

b. Commercial General Liability (ISO Form CG 00 01 10 01 or its equivalent). Using ISO Form CG 00 01 10 01 or its equivalent Occurrence Form providing general liability insurance for premises, operations and completed operations (including products liability for any product manufactured, assembled or otherwise worked upon away from the project site) in a form for claims arising out of the Work as set forth in this **Section I.A.3.b.**:

i. Limits of Liability not less than

- (A) bodily injury & property damage: \$1,000,000/occurrence but \$2,000,000 if Assigned Subcontractor's Work includes the scopes of any of demolition, excavation, earth retention, cast-in-place concrete, precast concrete, masonry, steel, roofing, curtainwall, electrical, plumbing, fire protection, HVAC, elevator or insulation
- (B) personal & advertising: \$1,000,000/occurrence
- (C) General Aggregate: \$1,000,000 but \$2,000,000 if Assigned Subcontractor's Work includes the scopes of any of demolition, excavation, earth retention, cast-in-place concrete, precast concrete, masonry, steel, roofing, curtainwall, electrical, plumbing, fire protection, HVAC, elevator or insulation
- (I) contains a per project aggregate endorsement (ISO Form CG 2503 or equivalent)
- (D) products/completed operations: \$1,000,000 but \$2,000,000 if Assigned Subcontractor's Work includes the scopes of any of demolition, excavation, earth retention, cast-in-place concrete, precast concrete, masonry, steel, roofing, curtainwall, electrical, plumbing, fire protection, HVAC, elevator or insulation
- (E) medical expense: \$10,000
- (F) fire damage legal: \$300,000 (any one fire)

ii. Deductibles

- (A) Deductibles or self-insured retentions shall not exceed \$50,000 absent written approval by Owner and Construction Manager with Construction Manager having the right to exercise the option, either that:
 - (I) the Insurer reduce the Deductibles or Self-Insured Retentions as respects Owner and Construction Manager and their respective commissioners, members, officers, agents and employees to \$50,000 or less; or

(II) Contractors and Assigned Subcontractors shall procure a financial guarantee reasonably satisfactory to Owner and Construction Manager guaranteeing payment of losses and related expenses of investigations, claim administration and defense.

(B) Any deductibles in place will be the responsibility of the Named Insured.

iii. Coverages

(A) Blanket Contractual Liability including Indemnities of claims of bodily injury, disease, death or property damage (other than the Work itself)

(B) Personal Injury & Broad Form Property Damage

(C) Products-Completed Operations (for 10 years after Project Substantial Completion)

(D) Independent Contractor's Liability

(E) Premises Operations

(F) Elevators, if relevant

(G) Explosion, Collapse & Underground Damage ("XCU")

iv. Prohibited Exclusions

(A) purported exclusion of coverage for damage to work performed by Contractor's subcontractors of any tier if caused by an occurrence and is unexpected or unintended from the standpoint of the Insured

(B) Subsidence or earth movement exclusion

(C) Contractual liability exclusion (ISO Form Exclusion CG 21 39) or amendment of insured contract definitions (ISA Form Exclusion CG 24 26)

(D) "Fellow employee" exclusion

(E) Location endorsement (ISO Form CG 21 44 97 98 or its equivalent)

(F) Terrorism exclusion.

v. Waiver of Subrogation

- (A) Endorsed under ISO Form 24 04 or its equivalent to provide that Contractors and Assigned Subcontractors and Contractors' and Assigned Subcontractors' insurer(s) waive(s) all rights, including subrogation, against Construction Manager and Owner

c. Commercial Automobile Liability. Covering all owned, hired, borrowed, leased, or non-owned automobiles. Such insurance will provide coverage not less than that of the Commercial Automobile Liability policy in limits not less than:

- i. ISO Form CA 00 01 10 01 or most current "any auto" ISO form
- ii. Coverage: "any auto", hired, leased, borrowed, owned and non-owned vehicles including trailers used in performance of the Work and include uninsured and underinsured motorist coverage; loading and unloading; and medical payment protection
- iii. Limits
 - (A) combined single limit for bodily injury and property damage per accident: \$1,000,000
 - (B) bodily injury per person: \$1,000,000
 - (C) property damage per accident: \$1,000,000

iv. Contractual Liability, if not provided in the policy form, is to be provided by endorsement MCS 90 or equivalent.

v. If hazardous materials or waste are to be transported, the Commercial Automobile Liability insurance will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

d. Umbrella Excess Liability. Umbrella/Excess liability insurance, insuring against bodily injury, personal and advertising injury, and property damage, and all other coverage as specified above (Employers' Liability, Commercial General Liability and Commercial Automobile Liability). The limits of liability are as follows:

- i. "Follow form" basis over Employer's Liability, General Liability and Business Automobile Liability.
- ii. Limits occurrence/aggregate: not less than \$3,000,000 but
(A) not less than \$5,000,000 if the original Trade Contract

or Assigned Subcontract Price is in excess of \$1,000,000 but less than \$3,000,000 or Contractors' or Subcontractor's Work includes the scopes of any of demolition, excavation, earth retention, cast-in-place concrete, precast concrete, masonry, steel, roofing, curtainwall, electrical, plumbing, fire protection, HVAC, elevator or insulation or (B) not less than \$10,000,000 if the original Trade Contract Price exceeds \$5,000,000.

iii. Umbrella Excess limits shall not be used to satisfy primary limits.

iv. Any applicable deductible or self-insured retention will be the responsibility of the Contractor.

e. Terrorism Coverage. Each of Contractor's and Subcontractors' workers' compensation, employer's liability, commercial general liability, commercial automobile liability and umbrella liability insurance in this **Exhibit C** shall provide coverage for losses resulting from certified and non-certified acts of terrorism as defined by the Terrorism Risk Insurance Act of 2002 (TRIA), the Terrorism Insurance Extension Acts of 2005 (TRIEA), Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015 (TRIPRA) or any extension or modification of such Acts, and to the extent reasonably available, shall not exclude coverage from losses resulting from domestic acts of terrorism,

f. Specific Scopes of Work. Contractors or Assigned Subcontractors for the trades of painting, earthwork, demolition, hazardous substances abatement, concrete, building envelope trades (roofing, waterproofing, masonry restoration, EFIS), fire protection, plumbing, mechanical, elevator, drywall and millwork shall provide the following insurance no matter where the Work is performed:

i. Environmental Impairment Liability

(A) Applicable for all construction services performed

(B) Limits:

(I) \$500,000/claim for the trades of painting, earthwork, demolition, concrete, building envelope trades (roofing, waterproofing, masonry restoration, EFIS), fire protection, plumbing, mechanical, elevator, drywall and millwork but \$1,000,000/claim if the Contractor's Work is demolition or hazardous substances hauling or abatement.

(C) Deductible: for Contractors' and Assigned Subcontractors' policy, maximum \$50,000.

(D) Policy to be written on "occurrence" basis with the exception of mold coverage which, as a component of the pollution liability policy, may be written on claims made basis.

(E) Policy to include

(I) coverage for exposures arising from lead, asbestos, bacteria, fungi and mold and removal of other pollutants,

(II) all of Construction Manager's operations,

(III) all of Contractor's and first tier Subcontractor's operations,

(IV) on-site and offsite bodily injury, property damage, emergency response costs, abatement, clean-up costs, and, where allowed by law, fines and penalties and punitive damages, insured contracts and pollution transportation, and

(V) directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon any land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

(F) Policy endorsed

(I) to provide coverage trigger to manifestation of bodily injury/property damage.

(II) to apply to facilities which receive waste from the Project.

(G) Policy to be maintained for ten (10) years after Final Completion of Contractor's and Assigned Subcontractor's Work.

ii. Professional Liability/Contractor's Protective Professional Indemnity Insurance.

(A) applicable for all architectural and professional engineering services performed by Contractor or a

first tier Subcontractor or on Contractor's and Assigned Subcontractor's behalf, including, without limitation, any design of mechanical, electrical, plumbing and fire protection, earth retention systems, window wall systems, structural walls, elevators, etc.

- (B) providing coverage for first-party and third-party professional liability, difference in conditions, mitigation of loss (rectification coverage) and paying direct damages, incurred losses, economic losses and defense.
- (C) minimum limits: \$2,000,000/claim, \$2,000,000 annual aggregate.
- (D) Deductible or self-insured retentions: Contractor's policy, maximum: \$100,000.
- (E) renewal annually for 10 years after Final Completion of Contractor's and Assigned Subcontractor's Work.
- (F) the retroactive date will be no later than the date on which the Work began.

iii. Aircraft Liability

- (A) applicable if any helicopter or drone to be employed regarding the Work.
- (B) limits: \$5,000,000/claim, \$5,000,000 aggregate for helicopter; \$1,000,000/claim, \$1,000,000 aggregate for drone.
- (C) deductible: maximum \$25,000.

iv. Maritime/Watercraft Liability

- (A) applicable if any watercraft to be employed regarding the Work.
- (B) limits: \$5,000,000/claim, \$5,000,000 aggregate.
- (C) deductible: maximum \$25,000.

4. "Claims Made" Retroactive Date. For Professional Liability, Contractor's Protective Professional Indemnity Insurance and Workers Compensation Insurance or other insurance if permitted by this Exhibit C to be on a "claims made" basis,

a. the retroactive date must be shown on the relevant certificate of insurance and be before the Effective Date;

b. the policies must be renewed annually for ten (10) years after Final Completion of Contractor's Work; and

c. if coverage is cancelled or non-renewed, and not replaced with another "claims made" policy form with a retroactive date prior to the Effective Date, Contractor and Subcontractors, as relevant, shall purchase and maintain "extended reporting" coverage for a minimum duration as provided by **Section I.A.3.f.ii.(E)** above.

B. Subcontractors' Insurance. Contractors and Assigned Subcontractors shall cause all Subcontractors of any tier to obtain and maintain insurance with all of the quality, coverage, limits and conditions as set forth in **Section I.A.** of this **Exhibit C** except as this **Section I.B.** modifies the coverage and limits of **Section I.A.** but for Subcontractors only. Any modifications to these requirements may be made only with written approval by Construction Manager:

1. Commercial General Liability Insurance limits shall be no less than:

a. bodily injury & property damage: \$1,000,000/occurrence.

b. personal & advertising: \$1,000,000/occurrence.

c. General Aggregate: \$2,000,000.

i. contains a per project aggregate endorsement (ISO Form CG 2503 or equivalent).

d. products/completed operations: \$2,000,000.

2. Umbrella Excess Liability Insurance coverages and limits shall be no less than:

a. "Follow form" basis over Employer's Liability, General Liability and Business Auto Liability.

b. Limits aggregate: \$2,000,000

i. Construction Manager may approve in writing, on a case-by-case basis, after Contractor and Assigned Subcontractor demonstrates to the reasonable satisfaction of Construction Manager's insurance consultant that the Subcontractor cannot obtain the required limits and provided the requested limits are not less than \$1,000,000/occurrence, \$1,000,000/annual aggregate. Such insurance will be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to Construction Manager.

c. Umbrella Excess limits shall not be used to satisfy primary limits.

3. Environmental Impairment Liability.

a. applicable to trades of painting, earthwork, demolition, hazardous substances abatement, concrete, building envelope trades (roofing, waterproofing, masonry restoration, EFIS), fire protection, plumbing, mechanical, elevator, drywall and millwork.

b. limits of \$1,000,000/claim, \$1,000,000 aggregate.

4. Professional Liability/Contractor's Protective Professional Indemnity Insurance.

a. required and applicable for architectural or professional engineering services performed on Contractor's or Assigned Subcontractor's behalf, including, without limitation, any design of shoring, mechanical, electrical, low voltage, plumbing and fire protection, earth retention systems, window wall systems, structural walls, elevators, etc.

b. minimum limits: performance specification trades, \$1,000,000 claim, \$1,000,000 aggregate.

c. maximum deductible or self-insured retention: \$50,000.

d. renew annually for ten (10) years after Final Completion of the Project.

5. The Quality Rating for Subcontractors' Insurance shall be no less than A.M. Best A-, 7.

6. Construction Manager reserves the right to require higher limits of liability or other insurance coverage as appropriate. Owner and Construction Manager reserve the right to require higher limits of liability or other insurance coverage as appropriate provided that regarding such higher limits or different coverage, (a) any additional expense will be compensated by Change Order, and (b) Owner recognizes such higher limits may be unavailable for particular Subcontractors. Additionally, if after the Trade Contract Price is accepted, to the extent the coverage, limits or endorsements exceed the relevant Subcontractor's customary insurance program and, after using reasonable efforts, a Subcontractor cannot obtain the required coverage, limits or endorsements without incurring additional cost, Contractor or Assigned Subcontractor shall (i) request that the Owner and Construction Manager accept available coverage, limits or endorsements as they deem reasonably acceptable, or (ii) require the Subcontractor to obtain the required coverage, limits and endorsements (if commercially available) with any additional costs compensated by Change Order.

C. Additional Insureds. Regarding each of the Contractor's Insurance under Section I.A. above and Subcontractors' Insurance under Section I.B. above, the following Additional Insured conditions shall apply:

1. Coverages.

a. Commercial General Liability

b. Business Auto Liability

- c. Pollution Liability
- d. Umbrella/Excess Liability.

2. Required Forms.

- a. ISO Forms CG 20 10 10 01, CG 20 10 07 04 or equivalent for ongoing operations plus
- b. ISO Form CG 20 37 10 01, CG 20 10 07 04 or equivalent for completed operations plus
- c. Commercial Automobile Liability form.

3. Additional Insureds Endorsement.

a. Contractors, Assigned Subcontractors and Subcontractors of any tier shall provide an Additional Insured endorsement listing the following as additional insureds to each of their general liability, pollution liability (provided, however, regarding the pollution liability coverage the only Additional Insured will be Owner unless Contractors', Assigned Subcontractors' or Subcontractors' policies permit other Additional Insureds and, further provided, that any insurer so limiting Additional Insured status shall provide Construction Manager's Representative with a letter confirming that more Additional Insureds are not permitted), business automobile and umbrella/excess liability policies covering this Project:

The Park District of LaGrange, Illinois

Henry Bros. Co.

Cody/Braun & Associates, Inc. ("Architect")

and each of their officers, directors, shareholders, board members, members, employees, agents, affiliates and subsidiaries

(the "Additional Insureds").

b. Upon request(s) of Construction Manager's Representative, Contractors shall cause insurers to add as Additional Insureds any others (other than licensed professionals) and shall cause its Subcontractors to add such others to each of their relevant policies.

4. Primary Coverage.

a. The Additional Insured Endorsement to the applicable Contractor's Provided Insurance policies shall provide: "With respect to any claims, losses, damages, expenses, or liabilities arising out of Contractor's Work and/or performance of Contractor, this Contractor's Provided Insurance will be primary over any other insurance available to

Construction Manager, Construction Manager's Representative or any of the Additional Insureds ("Non-Contractor Provided Insurance") and such Non-Contractor Provided Insurance shall be in excess of and non-contributory with insurance afforded by this Contractor's Provided Insurance and need not be exhausted before Contractor's Provided Excess/Umbrella Liability Insurance becomes applicable."

b. Primary & Non-Contributory. The Additional Insured Endorsement to the applicable Contractor's Provided Insurance policies shall provide: "With respect to any claims, losses, damages, expenses, or liabilities arising out of Contractor's Work and/or performance of Contractor, this Contractor's Provided Insurance will be primary over any other insurance available to Owner or Construction Manager or any of the Additional Insureds ("Non-Contractor Provided Insurance") and such Non-Contractor Provided Insurance shall be in excess of and non-contributory with insurance afforded by this Contractor's Provided Insurance and need not be exhausted before Contractor's Provided Umbrella/Excess Liability Insurance becomes applicable."

c. Separation of Insureds. Those policies of Contractor's Provided Insurance listed in Section I.C.1. above shall contain the standard ISO separation of insureds condition that the insurance shall apply separately to each insured, except with respect to the limits of insurer's liability, and such condition shall not be deleted.

d. Severability of Interests (Cross Liability). No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

D. Cancellation

1. Each of the Insurance policies must state that the Insurer is to provide the Named Insured at least thirty (30) days advance written notice of cancellation, reduction, or material change in coverage or limits. The Named Insured shall immediately provide such notice to Construction Manager, Architect and Engineer by nationally recognized overnight courier next business day delivery and retain proof of delivery.

2. If any such cancellation, reduction or a material change notice is given, the Construction Manager will have the right to require that a substitute policy be obtained prior to said cancellation with appropriate evidence thereof at the discretion of the Construction Manager. Contractor will immediately notify the Construction Manager and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Construction Manager with all costs and consequences of such suspension to be borne by Contractor.

5

E. Waiver of Subrogation. Contractors, Assigned Subcontractors and their respective Subcontractors and respective insurers providing the required coverage as indicated in Workers' Compensation, Employers Liability, Commercial General Liability, Pollution Liability, Umbrella/Excess Liability or any required coverages under this **Article I**, will waive all rights of recovery against the Owner, Construction Manager and Architect and each of their officers, directors, shareholders, members, employees, agents, affiliates and subsidiaries.

F. Reporting. Any failure to comply with reporting provisions of the Contractor's Provided Insurance policies shall not affect coverage provided to Owner, Architect or Construction Manager, and their respective members, officers, agents or employees.

G. Reservation of Rights. Owner and Construction Manager reserve the right to require Contractors and Assigned Subcontractors to change or supplement Contractor's Provided Insurance: (1) to increase limits in the event Owner reasonably determines that changed conditions show cause for an increase; and/or (2) in the event of a material change in existing law, to obtain additional endorsements to Contractor's Provided Insurance as necessary to maintain comparable coverage to that required by this **Exhibit C**, unless Contractor demonstrates to Owner's and Construction Manager's reasonable satisfaction that such increase in coverage, limits or additional endorsements are commercial unreasonable and/or unavailable to Contractor.

H. Certificates of Insurance. Contractors, Assigned Subcontractors and their Subcontractors of all tiers will provide certificates of insurance to the Construction Manager (a) designating Owner as Certificate Holder, (b) with an additional copy for Construction Manager, as evidence that policies specified in this **Article II** providing the required coverage, conditions, and limits are in full force and effect. Certificates of insurance will be labeled and addressed as follows:

Carrie Harrison
Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60475.

Dated: August 13, 2020

EXHIBIT D



Building lasting client relationships for nearly a century

March 5, 2021 (revised March 23, 2021)

Dean Bissias, APRP
Executive Director
Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525

Dear Mr. Bissias:

We look forward to working with the Park District of LaGrange and Cody Braun Architects. The purpose of this letter is to present our professional fees and general conditions proposal for Nicor Parking Lot project.

Fee Structure

We understand your project will be contracted utilizing a mutually agreed upon form of the AIA Document A134-2019 CM Standard Form of Agreement between owner and construction manager. As provided within this standard form of agreement are the following elements of compensation; 1) Pre-Construction Services Fee, 2) Construction Services Fee, and 3) General Conditions.

Pre-Construction Services

There will be no fee for pre-construction services associated with the preparation of preliminary construction cost estimates, value engineering, schedules and contractor bidding required to establish the cost of construction.

Construction Services Fee

As your construction manager, we propose a fee of 6% based on an approximate project cost of construction of \$1,500,000. This number is based on our Nicor Property Budget Estimate and does not include the architect's fee and FF&E. Our fee percentage could be adjusted dependent on a change in the cost of construction.

This professional fee is inclusive of the following elements:

- Staff Expense – All staff assigned to the project and headquarters office support except for the staff that is carried as a general conditions expense.
- General Overhead Expense – Overhead expense incurred by Henry Bros. Construction Management, but not directly attributed to the project.
- Profit

General Conditions

General conditions are primarily a function of time. We understand the project will break ground summer or fall of 2021 with a construction duration of 5 months. We have delineated general conditions into; 1) those costs that are "fixed" as they are expenses directly incurred by HBCo as we manage on-site activities, 2) those costs that are typically included within the prime contractor's "trade" package or paid directly by the Owner and 3) those items that cannot be defined without more information about the overall scope of the work.

9821 South 78th Avenue
Hickory Hills, Illinois 60457
708.430.5400
Fax 708.430.8262
www.henrybros.com

March 5, 2021

Page 2

1. Fixed General Conditions Expense by Henry Bros. Co.

- A. Project Superintendent
 - Part-time to be located in an office on-site throughout the duration of the project
- B. Project Manager
 - Part-time to be located in the headquarter office
- C. Project Coordinator/Accountant
 - Part-time to be located in the headquarter office
- D. Safety Consultant (two visits per month)

TOTAL

\$ \$168,000

Compensation for our Commercial General Liability, Umbrella/Excess Liability, Business Automobile, and Employers Liability insurance (distinct from Subcontractor's Insurance) will be in the lump sum amount as a percentage of the cost of the work (including our General Conditions Charge and General Requirements Expenses). The cost of insurance would be the cost of construction multiplied by .01. Builder's Risk Insurance and deductibles are by owner.

2. The following list is an example of reimbursable expenses that will be paid directly by Owner, paid to HBCo, or included in trade contractor bid packages. We suggest that an allowance be established for the applicable items.

- Drawing Reproductions
- Field Office, Furniture and Equipment
- Clean-Up Final
- Clean-Up Periodic
- Dumpsters
- Portable Toilets
- Civil Layout / Surveying
- Material Testing Engineer / Soils Consultant / Soil Borings / Forensic overview or testing
- MEP Coordinator / Consultant
- Permits
- Builder's Risk and Property Insurance provided by CM and reimbursed by Owner. Owner responsible for any deductibles.
- Site Security
- Temporary Fence, if required
- Miscellaneous Additional Expenses
- Performance and Payment Bonds
- Excess facility charges
- Access Roads and Staging
- General Purpose Labor
- Temporary Power, Water, and Gas
- Staff overtime expense

We look forward to "rolling up our sleeves" with you and Cody Braun Architects. Please feel free to call me at (708) 658-0247 with any questions or clarifications.

Sincerely,



Marc Deneau
Vice President of Business Development

EXHIBIT E

(PARK DISTRICT OF LAGRANGE NICOR PARKING) CONSTRUCTION MANAGER'S EXCLUSIONS

Construction Manager's Exclusions to the Control Estimate are:

1. Sports equipment.
2. Haul off of hazardous or contaminated material or subtitle D soils. Excavating and hauling assumes CCDD landfill only.
3. Architectural or Engineering Fees.

Dated: March 8, 2021

EXHIBIT G

a. Staff hourly rates for all project staff;

Our current per hour billing rates:

Officer In Charge	\$150
Project Executive	\$140
Senior Project Manager	\$120
Project Manager	\$100
Project Engineer	\$65
Senior Superintendent	\$125
Assistant Superintendent	\$110
Project Assistant	\$57
Safety Manager	\$95
Estimating	\$120
MEP Coordination	\$60

Exhibit H

Insurance & Bonds Requirements

This Insurance & Bonds Requirements Exhibit is part of the Contract, between the Owner and Construction Manager, dated April 12, 2021.

for the following **PROJECT**:

Nicor LaGrange Parking Facility
610 East Avenue
LaGrange, Illinois

THE OWNER:

Park District of LaGrange
536 East Avenue
LaGrange, Illinois 60525

THE CONSTRUCTION MANAGER:

Henry Bros. Co.
9821 South 78th Avenue
Hickory Hills, Illinois 60457

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE

ARTICLE A.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance as set forth in this Exhibit.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Construction Manager's request, provide a copy of the insurance policies required by Section A.2.3. The copy of the policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Construction Manager shall purchase and maintain, to be paid by Owner outside of the Contract Sum, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located with an A.M. Best "A X" rating or better, property insurance on the portion of Owner's property upon which the Work is being performed with written permission by the property insurer for any portion of the structure not part of the Work for the Work to be performed written on a builder's risk "all-risks" completed value/non-reporting inland marine form or equivalent policy form and sufficient to cover the total value of the entire

Project on a replacement cost basis. The builder's risk insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner and Construction Manager as named insureds and Subcontractors and Sub-subcontractors as additional insureds as their respective interest may appear.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood (excluding NFIP Zones A, V, X500, Shaded X, D and B), water damage (including sewer backup, sprinkler leakage and pipe breakage), or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials to the extent provided by LEG 2 exclusion endorsement. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Flood	\$1,100,000 Aggregate

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, hot testing and to building systems from equipment breakdown, testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Upon Substantial Completion or any partial occupancy, the Owner shall replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project (but, if for partial occupancy, for the value of that occupied space) that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2.1 of the General Conditions to the Contract.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions, provided, however, that Construction Manager shall pay the entirety of required insurance deductible where the claim giving rise to the deductible payment was caused by the fault of Construction Manager or anyone for whom Construction Manager is responsible and, if cause is disputed, by determination by arbitration under Section 15.4 of the General Conditions. Construction Manager agrees that the deductible amount shall not exceed \$5,000 per occurrence except as follows:

A.	"Water Damage"	\$5,000
B.	Time element Waiting Period	8 Consecutive Days
C.	Earthquake Per Occurrence	\$25,000
D.	Flood	\$25,000.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

The Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 5.3 of the General Conditions of the Contract, "all-risks" property insurance, on a replacement cost basis, protecting any existing structure on the site of the Work not to be demolished against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Construction Manager shall purchase and maintain the insurance selected and described below.

(For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [«X »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

«\$250,000 »

- [«X »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

«\$1,000,000 »

- [«X »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

«\$3,600 »

- [«X »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

«1%/month of construction »

- [« »] **§ A.2.4.5 Intentionally omitted.**

- [«X »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

«\$1,000,000 – 30 days/One Mile »

- [«X »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

10% of Cost of Construction with minimum amounts within that foregoing sublimit for

Architect Fees	\$55,000
Insurance Premiums During Construction	11,000.

§ A.2.5 Other Owner Insurance.

The Owner shall purchase and maintain the insurance selected below.

- [« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

- [« »] **§ A.2.5.2 Other Insurance**

Coverage

Boiler and Machinery Insurance

Limits

Value of Equipment Purchased by Owner from Construction Manager is included in Builder's Risk Policy procured by Construction Manager under Section 2.3.1.

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance on ACORD 25, 26 and 28 form evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, Owner's Lender and others as set forth in this Section A.3.1.3 as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04. The Additional Insureds are:

The Park District of LaGrange, Illinois

Henry Bros. Co.

Cody/Braun & Associates, Inc. ("Architect").

The addressees and addresses of each Additional Insured are set forth on the cover of the General Conditions to the Contract.

§ A.3.2 Construction Manager's Required Insurance Coverage

§ A.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period

for correction of Work as set forth in Section 12.2.2.1 of the General Conditions of the Contract, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Completed operations for four (4) years after Substantial Completion.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, \$50,000 fire damage, with waiver of subrogation and providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18.1 of the General Conditions of the Contract.

§ A.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18.1 of the General Conditions of the Contract arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Intentionally omitted.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Intentionally omitted.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Business Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Construction Manager's Umbrella/Excess Liability insurance for the Project written on a "follow form" basis over the Commercial General Liability, Business Automobile Liability and Employers Liability Insurance with limits of Fifteen Million Dollars (\$15,000,000) per claim and Fifteen Million Dollars (\$15,000,000) in the aggregate with waiver of subrogation. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ A.3.2.7 Intentionally omitted

§ A.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits in the aggregate provided by Section A.3.2.10 below.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits in the aggregate provided by Section A.3.2.10 below.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 is procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

§ A.3.2.11 **Coverages & Minimum Limits Required for Subcontractors.** Construction Manager shall cause all Subcontractors to obtain and maintain insurance with like quality, coverage, limits, and conditions as set forth in Section A.3.2 above, except

§ A.3.2.11.1 Subcontractor Insurers may have an A.M. Best rating of as low as "A-, VII."

§ A.3.2.11.2 Subcontractors' Umbrella/Excess liability insurance limits shall be as follows:

- .1 First tier Subcontractors for the trades of earth retention, cast-in-place concrete, structural concrete, steel, excavation/earthwork, hoisting, windows, electrical, elevator, HVAC, plumbing/piping, roofing, insulation and fire protection shall purchase and maintain Umbrella/Excess Liability insurance with policy limits of the greater of (a) the full limits usually maintained by the Subcontractor, or (b) at least \$5,000,000.
- .2 All other first tier Subcontractors or Subcontractors shall purchase and maintain Umbrella/Excess liability insurance with policy limits of the greater of (a) the full limits usually maintained by the Subcontractor, or (b) at least \$2,000,000.
- .3 Those second tier or lower tier Subcontractors with sub-subcontract prices or purchase orders in excess of \$500,000 shall purchase and maintain Umbrella/Excess liability insurance with policy limits of the greater of (a) the full limits usually maintained by the Subcontractor, or (b) at least \$1,000,000.
- .4 Owner may approve in writing, on a case-by-case basis, deviations from the foregoing limits for Umbrella/Excess liability insurance after Construction Manager demonstrates to the reasonable satisfaction of Owner that the Subcontractor cannot obtain the required limits and provided the requested limits are not less than \$1,000,000/occurrence, \$1,000,000/annual aggregate.

§ A.3.3 **Construction Manager's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2.1 of the General Conditions of the Contract, unless a different duration is stated below:

None.

§ A.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

[« X »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Sections A.2.3.1.3, A.2.3.3 and

A.2.5. The Construction Manager shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer for the property insurance procured by Construction Manager in accordance with Section 11.3.9 of the Contract.

[« »] **§ A.3.3.2.2 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
N/A	

§ A.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located and an A.M. Best's rating of at least A X, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$1,500,000.
Performance Bond	\$1,500,000.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement with multiple obligee Rider including the Owner and the following as obligees: The Park District of LaGrange, Illinois and its Board members, successors and assigns.

EXHIBIT "I"
AMENDMENT TO A201-2017 GENERAL CONDITIONS
(WHEN USING MODIFIED A134-2019)

This *Exhibit I*, Amendment to A201-2017 General Conditions ("General Conditions") between LaGrange Park District ("Owner") and Henry Bros. Co. ("Construction Manager" or solely for purposes of the General Conditions, "Contractor") dated as of April 12, 2021, concerning the construction of Nicor LaGrange Parking Facility, LaGrange, Illinois (the "Project") contains the following additional terms. Notwithstanding what may be otherwise provided in the General Conditions, Owner and Contractor agree:

A. This Amendment shall be a binding Contract Document within the meaning of Article 1 of the Owner-Construction Manager A134-2019 Agreement, as modified ("Agreement"), and shall be included as an additional *Exhibit I* under Section 12.2 of the Agreement, Section 1.1.1 of the General Conditions and any other reference to Contract Document throughout the Contract Documents. In the event of any conflict, whether express or implied, between this Amendment and the General Conditions or other Contract Documents, the terms of this Amendment shall supersede and control.

B. The General Conditions use the term "Contractor" throughout. Unless the context indicates otherwise, such as regarding Owner's separate contractor(s), this Amendment will use the term "Contractor" as the General Conditions do but the Parties understand "Contractor" to mean "Construction Manager" on this Project.

C. Notwithstanding what may be otherwise provided in the Contract Documents, Owner and Construction Manager agree to modify the following numbered Sections of the General Conditions of the Contract as follows:

1.1.1 Strike Section 1.1.1 of the General Conditions and substitute:

Contract Documents. The Contract Documents are enumerated in the Agreement and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, Exhibits or Attachments listed in the Agreement, Modifications issued after execution of the Agreement and the Contractor's Proposal (*Exhibit E*). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work (only if no change in Cost or Time) issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid (except as contained in the Contractor's Proposal), or portions of Addenda relating to bidding or proposal requirements. Notwithstanding anything to the contrary in these General Conditions or the other Contract Documents, in the event of any conflict between the Contractor's Proposal and any provision of the Contract Documents, the provisions of Contractor's Proposal shall control.

3.2.3.1 Add a new Section 3.2.3.1 to read:

No Design Responsibility. Except regarding particular obligations imposed by the provision of the Specifications in which Contractor is obligated to design by engineer any portion of the Work ("Contractor's Design-Build Services"), and notwithstanding Contractor's review of or signature on the Drawings or Specifications, Contractor shall not be liable or responsible for any errors, inconsistencies, or omissions contained in, or lack of coordination of, the Drawings, Specifications and other documents prepared by the Architect or Architect's or Owner's Consultants, nor shall Contractor be liable or responsible for reviewing or verifying that the Architect or Architect's or Owner's Consultants have complied, or that specified equipment or materials or Drawings and Specifications comply, with applicable laws, zoning ordinances and building codes but the Contractor will report to the Architect any nonconformity discovered by Contractor.

3.7.4.1 Add a new Section 3.7.4.1 to read:

Disclaimer of Knowledge of Concealed Conditions. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal visible observations of the site of the Work with requirements of the Contract Documents. The Contractor does not represent or warrant that the Contractor has knowledge of concealed, unforeseen or subsurface conditions. Owner shall increase the Guaranteed Maximum Price and extend the Contract Time by Change Order for any additional costs, delays or damages to Contractor arising from concealed, unforeseen or subsurface conditions.

3.10.4 Add a new Section 3.10.4 to read:

Schedules. The Contractor shall perform the Work in general accordance with the most recent construction schedule submitted to the Owner. Contractor shall not be obligated to meet interim or milestone dates set forth in Contractor's schedules other than those specifically required by the Agreement, if any ("Mandatory Milestones"), and shall be liable only for Contractor's failure, as a result of Contractor-caused delays, to meet the agreed date of Substantial Completion and Mandatory Milestones, if any, as extended pursuant to the Contract Documents.

4.2.12.1 Add a new Section 4.2.12.1 to read:

Architect's Authority. Architect has no jurisdiction to decide matters of Contractor's performance. Architect's interpretation authority is limited to the Drawings and Specifications and not other Contract Documents.

5.2.4.1 Add a new Section 5.2.4.1 to read:

Rejection of Subcontractors. It shall be considered reasonable for the Contractor to reject a Subcontractor who fails or refuses to sign a form of Contractor's standard subcontract. An objection by the Owner or Architect to Contractor's rejection of a Subcontractor shall not be considered reasonable where the Contractor has determined that the originally selected Subcontractor (i) has failed or cannot meet construction schedules, or (ii) has produced or produces inferior or substandard work, or (iii) is not insurable under the SDI or bondable. Notwithstanding Section 5.3 of the General Conditions, Contractor shall not be responsible to identify terms of the Subcontract which may be at variance with the Contract.

6.1.3.1 Add a new Section 6.1.3.1 to read:

Owner's Separate Contractors/Subcontractors. The term "Owner's Separate Contractor(s)" shall mean other contractors engaged by the Owner or by any tenant under separate agreements and Owner's own forces. (i) Notwithstanding any requirement for Contractor to coordinate any installation schedule of Owner's Separate Contractor(s), Contractor shall have no responsibility or liability to Owner, to Owner's Separate Contractors or to Owner's Separate Subcontractors or to any of their employees for the acts or omissions of Owner, Owner's Separate Contractors or Owner's Separate Subcontractors.

8.3.1 Strike Section 8.3.1 and substitute:

Time Extensions & Delay Compensation. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of Owner, Owner's agent or Architect, or of an employee of any of them, or of a separate Contractor employed by the Owner or by Owner's agent, or by changes ordered in the Work, or by responses to Requests for Information beyond seven (7) calendar days of submission to Owner, or by show drawing approval time in excess of fourteen (14) calendar days (without regard to whether Contractor provided a submittal schedule), or by the encountering of hazardous substances, or by concealed, unforeseen or subsurface conditions, actions or inactions of Governing Authorities that directly and negatively affect progress, or by delay or failure to act of utility services (telephone, cable, electrical, gas, etc.) provided that Contractor has notified these utilities in a timely fashion, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, and if the Contractor has provided timely notice to the Owner of the claim, then the Owner and the Contractor shall equitably adjust the Guaranteed Maximum Price and Contractor's Lump Sum General Conditions Charge and the Contract Time through a Change Order that takes into account for each day of delay to Substantial and Final Completion and to any Mandatory Milestone Date, if relevant, as projected by Contractor's schedule impacted for the delay as of the commencement of the delay and continuing through the delay's duration and subsequent impact.

10.3.7 Add a new Section 10.3.7 to read:

Hazardous Materials. (i) With respect to any existing or suspected presence at the Project of a "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, and any implementing regulations or guidance issued pursuant to CERCLA ("Hazardous Substance"), Owner shall at all times during the terms of this Agreement be responsible for ensuring compliance with all applicable federal, state, county or local environmental statutes, regulations, orders or other laws unless caused by Contractor or any of its subcontractors or sub-subcontractors. At the time of the execution of this Agreement, Owner shall notify Contractor in writing of the presence or suspected presence at the Project of any Hazardous Substance. If thereafter either Owner or Contractor discovers an existing or suspected presence of any Hazardous Substance, they each shall have the duty to notify immediately the other in writing. The Contractor shall immediately stop Work in the area affected. (ii) Notwithstanding the right, if any, the Owner may have to issue Construction Change Directives or Change Orders, unless caused by Contractor or any of its subcontractors or sub-subcontractors, Owner shall be responsible for, and make all necessary arrangements for, the prompt collection, accumulation, handling, storage, transportation, treatment and disposal of any Hazardous Substance present at the Project site not brought to the site by Contractor (individually and collectively "Handling of Hazardous Substances"). Contractor shall not be responsible for Handling of Hazardous Substances, except to the extent that Contractor or Contractor's subcontractors of any tier have brought such Hazardous Substances to the site of the Project or failed to comply with Contractor's obligations in this Section 10.3.7 of this Amendment. Except to the extent arising from the failure of Contractor or Subcontractors of any tier to comply with this Section 10.3.7 of this Amendment, Contractor shall not be required to perform work or services in any area where a Hazardous Substance exists until Owner obtains a certificate from a licensed laboratory certifying that a licensed abatement or removal Contractor has treated, disposed or removed the Hazardous Substance in accordance with all governing laws and regulations and after governing authorities' agreement that Work may recommence. (iii) Owner waives all claims against Contractor, Contractor's affiliates, shareholders, directors, officers, employees, agents or Subcontractors of any tier, and each of their successors and assigns (collectively, "Contractor," for purposes of this Section 10.3.7 only) for, and covenants not to sue and releases Contractor from, assumes the risk of, and shall indemnify, defend and hold Contractor harmless against, any and all liabilities, damages, losses, costs, penalties, expenses or responsibilities, including reasonable attorneys' fees and disbursements sustained in connection with any claims, demand, cause of action, suit, judgment, subpoena or administrative proceeding, request or order arising out of the release, or Handling of Hazardous Substances at the Project site or at any other location (including any further site to which a Hazardous Substance is moved) except to the extent arising from the failure of Contractor or Subcontractors of any tier to comply with this Section 10.3.7 of this Amendment. Contractor shall have the right to accept or decline any compromise or settlement of any claims or actions against Contractor regarding Hazardous Substances.

12.2.2.1.1 Add a new Section 12.2.2.1.1 to read:

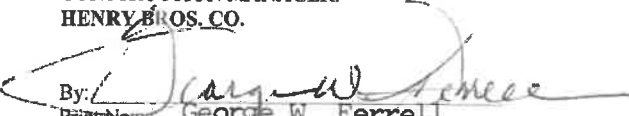
Correction Obligations. Contractor's Correction Obligations under Section 12.2.2 of the General Conditions shall commence upon the Date of Substantial Completion of the Work, and shall extend for one year thereafter. The systems subject of any warranties of manufacturers, suppliers or subcontractors directly to Owner shall be solely the responsibility of those warrantors, and Contractor shall have no duty to correct or to pay damages for their failure unless the failure is the result of installation error by (i) Contractor or (ii) someone under Contractor's control other than the warrantor.

15.3.5 Disputes. Sections 15.2.1 through 15.2.6.1 of the General Conditions are deleted. Section 15.3.2 of the General Conditions will be discretionary, not mandatory. Section 15.3.3 of the General Conditions is deleted. Mediation is not a precondition to arbitration. Arbitration shall be governed by the Federal Arbitration Act. Consolidation does not require any consent of a third party as long as that third party is subject to an arbitration agreement with a party to the Arbitration.

OWNER:
LAGRANGE PARK DISTRICT

CONSTRUCTION MANAGER:
HENRY BROS. CO.

By: _____
Print Name: _____
Title: _____

By: 
Print Name: George W. Ferrell
Title: President

SECTION 5



BOARD BUSINESS MBO's 2021-2022



Park District of La Grange

MBO'S for 2020-2021

Dashboard Narrative March 30, 2021

Staff recommends that the majority of MBO objectives for fiscal year 2020-2021 be carried over to fiscal year 2021-2022. Due to the financial impact of the pandemic few projects were completed. A column for carry-overs has been added to the dashboard chart.



Park District of La Grange
Approved MBO Objectives 2020-2021
As of 3-30-2021

Black = prior carry-over

Red = 2019-2020 carry-over

Blue = 2020-2021

Waiting to Start	Not Funded
In Progress	Completed

Objective Classification A Capital Projects Over \$2,000	Legal	Safety	Class	Points	Est. Cost/Hrs.	Progress	%	Staff	Carry Over to FY 2021-22
1 Shelter at Sedgwick Park (carry-over revised)		Yes	A	39	\$75,000-\$100,000	On Hold Not Funded		Chris	yes
2 Replacement plan for drinking fountains in parks		Yes	A	32	Each unit: \$2,200-\$3,500 + \$400-\$850 installation	On Hold Not Funded		Chris	yes
3 Repair roof at Recreation Center		Yes	A	31	\$30,000	Budgeted for repairs as needed		Chris	yes
4 Gordon Park new entrance (Shawmut Ave.)	Yes		A	31		On Hold Not Funded		Dean	yes
5 Replace exterior doors at Waiola building		Yes	A	30	\$1,500-\$2,000	On Hold Not Funded		Chris	yes
6 Replace exterior doors at Gilbert building		Yes	A	30	\$11,000	On Hold Not Funded		Chris	yes
7 Hands free plan for recreation & fitness centers		Yes	A	29	\$17,000	On Hold Not Funded		Chris	yes
8 Gordon Park Veterans Memorial		Yes	A	27	\$10,000	On Hold Not Funded	20%	Dean	yes
9 Gilbert activity building renovation		Yes	A	26	\$23-\$25,000 50 hrs	On Hold Not Funded		Kevin	yes
10 Replace accounting software	Yes		A	26	\$60,000	Completed	100%	Leynette	N/A
11 Seek to obtain NICOR property for additional parking		Yes	A	25		Completed	100%	Dean	N/A
12 Replace Rec Center furnace in Maint. Dept.		Yes	A	22	\$2,900	Completed	100%	Chris	N/A
13 Hydraulic lift gate		Yes	A	20	\$3,500	On Hold Not Funded		Claudia	yes
14 Shade structure near splash pad		Yes	A	17	\$11,000	On Hold Not Funded		Chris	yes
15 Master Plan update (carry-over revised)			A	30	\$35,000-\$135,000 200 hrs	Contract Approved	20%	Dean	yes
16 Recycling & diverting waste from landfills			A	29	\$4,000	8 hrs/month per person		Commissioner Jacobs	TBD
17 Cellular timer for Gordon Park ball fields			A	28	\$700	Completed		Chris	N/A
18 Virtual programming-fitness equipment			A	27	\$15,000	On Hold Not Funded		Jenny & Kevin	yes
19 Inflatable movie screen & sound system			A	27	\$17,500	On Hold Not Funded		Teresa	yes
20 E-sports & E-gaming implementation			A	25	\$8,500	35-40 hrs		Kevin	no
21 Outdoor fitness court			A	25	\$50,000	30-40 hrs		Jenny & Dean	yes
22 Electronic device for gym equipment			A	23	\$23,000	On Hold Not Funded		Chris	yes
23 Butterfly garden renovation			A	22	\$4,000-\$5,000	On Hold Not Funded		Claudia	yes
24 Wall treatment in entrance area			A	20	\$2,000	On Hold Not Funded		Chris	yes
25 New signage for (3) preschool buildings			A	20	\$2,705	On Hold Not Funded		Linda	yes

Park District of La Grange
Approved MBO Objectives 2020-2021
As of 3-30-2021

Black = prior carry-over
Red = 2019-2020 carry-over
Blue = 2020-2021

Waiting to Start	Not Funded
In Progress	Completed

Objective Classification A Capital Projects Over \$2,000		Legal	Safety	Class	Points	Est. Cost/Hrs.	Progress	%	Staff	Carry Over to FY 2021-22
26	Resurface tennis courts at Spring Park			A	19	\$20,000-\$25,000	On Hold Not Funded		Chris	yes
27	Paint high walls in social area & fun jump area			A	19	\$4,000	On Hold Not Funded		Chris	yes
28	Waiola Park landscape upgrades			A	18	\$15,000-\$30,000			Claudia & Chris	yes
29	Replace hanging heater in maintenance area			A	18	\$5,000	On Hold Not Funded		Chris	yes
30	New playground at Waiola Park			A	18	\$80,000	On Hold Not Funded		Chris	yes
31	Replace (3) hanging heaters/maint. Area			A	17	\$10,000			Chris	yes
32	Replace furnace at Community Center			A	17	\$8,000			Chris	yes
33	Replace RTU's on roof at Recreation Center			A	17	\$63,000			Chris	yes
34	Fence for Community Garden			A	16	\$10,000	On Hold Not Funded		Claudia	yes
35	Denning Park landscape improvements with matching ComEd grant			A	16	\$10,000-\$20,000	Did not receive grant		Chris	no
36	Speakers for Rooms 108/109/110/111			A	15	\$5,000 15-20 hrs			Jenny & Chris	yes
37	New park ID signs at all parks			A	15	30-50 hrs \$3,000 per sign	On Hold Not Funded	20%	Dean, Claudia, Chris	yes
38	Repair/repaint walls in fun jump area			A	14	\$7,000	Completed	100%	Chris	N/A
39	Portable refrigerated ice rink			A	14	\$79,900	On Hold Not Funded		Commissioner Opyd	TBD
40	Gordon Park ID sign			A	14	\$10,000	Completion Spring 2021	75%	Dean	no
41	Enhance parks with landscaping & natives			A	13				President Vear	TBD
42	Scissor lift			A	12	\$8,500-\$10,500	On Hold Not Funded		Claudia & Chris	yes
43	New signs throughout the Rec Center			A	12	\$12,000	On Hold Not Funded		Chris	yes
44	Replace fire sprinkler system valve			A	6	\$9,500	Not Funded		Chris	yes

Park District of La Grange
Approved MBO Objectives 2020-2021
As of 3-30-2021

Black = prior carry-over

Red = 2019-2020 carry-over

Blue = 2020-2021

Waiting to Start	Not Funded
In Progress	Completed

Objective Classification B Operational Costs Under \$2,000		Legal	Safety	Class	Points	Est. Cost/Hrs.	Progress	%	Staff	Carry Over to FY 2021-22
1	Community Garden sign			B	7	\$2,000	In Progress	25%	Teresa, Chris, Claudia	yes

Objective Classification C Projects requiring time but no money		Legal	Safety	Class	Points	Est. Cost/Hrs.	Progress	%	Staff	Carry Over to FY 2021-22
1	Review all Park District operations	Yes		C	48		In Progress		Dean	yes
2	Crosswalk investigation		Yes	C	24	15-25 hrs			Jenny	no
3	Investigate Sedgwick Park design and use			C	21		On Hold		Dean/Chris/Kevin	yes
4	Sedgwick Park basketball court evaluation			C	13	10-20 hrs			Chris	no
	<i>New 2021-2022 MBO submitted for courts at all parks</i>									
5	Preschool/EC buildout investigation			C	12	30 hrs			Kevin	yes
6	Wall investigation			C	12	10-20 hrs			Jenny	no
7	Virtual programming-fitness investigation			C	11	60 hrs	Completed	100%	Jenny & Kevin	N/A
8	E-sports & E-gaming investigation			C	10	50-60 hrs			Kevin	no



Park District of La Grange
NEW MBO's PROPOSED BY STAFF FOR 2021-2022
March 30, 2021

Objective Classification A - CAPITAL

Capital Projects Over \$2,000 / Listed in order of safety/legal & points

1. Repair pathway at Sedgwick Park

Objective Classification B - OPERATIONAL

Operational Costs Under \$2,000

1. Planters for the Community Center

Objective Classification C

Projects Requiring Time but no Money

1. Investigate repairs to basketball courts
2. Research Sedgwick Park pathway (regrading & asphalt)

Capital/MBO Evaluation Form FY 2021-2022

Date: March 16, 2021

Project Title: Repair Pathway at Sedgwick Park

Submitted By: Claudia Galla

Location: Sedgwick Park

Department: Recreation_____ Facilities_____ Parks___X___ Administration_____

Description: Patch the Sedgwick pathway with screenings. There are some hazardous spots on the path caused by water run-off. Screening should be added to grade these areas.

Classification: A___X___ B_____ C_____ D_____

A: Capital Projects (Costs over \$2,000)

B: Operational Costs (Costs under \$2,000)

C: Projects that require time but no money

D: Operational Budgetary Costs (Costs over \$2,000)

Scoring Range between 0 and 5 points. Greatest need is 5 points.

- 5 1) Legal Requirement: **If required by law, objective moves to top priority**
- 5 2) Safety: **If item presents a safety hazard, score as a 5 and move to the top of the priority list** Otherwise, to what degree will this improve safety?
- 0 3) Future Capital Expense: To what degree will this avoid greater capital expenses in the future?
- 0 4) Operational Costs: To what degree will this avoid significant operational costs?
- 0 5) Revenue: To what degree will this generate revenue?
- 0 6) Outside Funding: To what degree will this be funded by outside sources, agencies or ventures?
- 0 7) Internal Productivity: To what degree will this improve productivity for staff and/or volunteers?
- 2 8) Efficiency: To what degree will this improve efficiency of PDLG or community wide?
- 3 9) Usage: To what degree will this increase use of the Park District?
- 3 10) Industry Standard: To what degree will this improve compliance with industry standards or allow PDLG to offer services typically provided by most other park district?
- 3 11) Public Opinion: To what degree will this enhance the public perception of the Park District?
- 3 12) Community: To what extent does this fill a need in the community?
- 0 13) Strategic Plan: To what extent does this help us achieve our 10-year Strategic Plan?

24 Total Points

Est. Cost \$5,000

Est. Hours 30

Capital/MBO Evaluation Form FY 2021-2022

Form Rev. 6/18/12

Date: March 16, 2021

Project Title: Community Center Planters

Submitted By: Claudia Galla

Location: Community Center

Department: Recreation_____ Facilities X Parks_____ Administration_____

Description: Purchase planters for the Community Center.

Waiting for further information from Beth Augustine. She was asked to have planters filled with flowers placed somewhere by the Community Center. The Village will donate flowers and installation. The cost would be \$500-\$1,500 depending on the size and quantity of planters.

Classification: A_____ B X C_____ D_____

A: Capital Projects (Costs over \$2,000)

B: Operational Costs (Costs under \$2,000)

C: Projects that require time but no money

D: Operational Budgetary Costs (Costs over \$2,000)

Scoring Range between 0 and 5 points. Greatest need is 5 points.

- 0 1) Legal Requirement: **If required by law, objective moves to top priority**
- 0 2) Safety: **If item presents a safety hazard, score as a 5 and move to the top of the priority list** Otherwise, to what degree will this improve safety?
- 0 3) Future Capital Expense: To what degree will this avoid greater capital expenses in the future?
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- 0 12) Community: To what extent does this fill a need in the community?
- 0 13) Strategic Plan: To what extent does this help us achieve our 10-year Strategic Plan?

 5 Total Points Est. Cost \$500-\$1,500 Est. Hours _____

Form Rev. 6/18/12

Capital/MBO Evaluation Form FY 2021-2022

Date: March 16, 2021

Project Title: Investigate Repairs to Basketball Courts

Submitted By: Claudia Galla/Chris Finn

Location: Six Parks

Department: Recreation _____ Facilities _____ Parks X Administration _____

Description: The basketball courts at the Community Center, Elm Park, Gilbert Park, Sedgwick Park, Stone Park and Waiola Park need attention, some more than others. We should research a plan for repairs and the various costs associated.

Classification: A _____ B _____ C X D _____

A: Capital Projects (Costs over \$2,000)

B: Operational Costs (Costs under \$2,000)

C: Projects that require time but no money

D: Operational Budgetary Costs (Costs over \$2,000)

Scoring Range between 0 and 5 points. Greatest need is 5 points.

- | | | |
|---|-----|--|
| 0 | 1) | Legal Requirement: **If required by law, objective moves to top priority** |
| 0 | 2) | Safety: **If item presents a safety hazard, score as a 5 and move to the top of the priority list** Otherwise, to what degree will this improve safety? |
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| 5 | 12) | Community: To what extent does this fill a need in the community? |
| 3 | 13) | Strategic Plan: To what extent does this help us achieve our 10-year Strategic Plan? |

35 **Total Points** **Est. Cost** _____ **Est. Hours** **30**

Capital/MBO Evaluation Form FY 2020-2021

Date: March 16, 2021

Project Title: Research Sedgwick Park Pathway

Submitted By: Claudia Galla

Location: Sedgwick Park

Department: Recreation_____ Facilities_____ Parks X Administration_____

Description: Research cost to regrade and install asphalt at the Sedgwick pathway

Classification: A_____ B_____ C X D_____

A: Capital Projects (Costs over \$2,000)

B: Operational Costs (Costs under \$2,000)

C: Projects that require time but no money

D: Operational Budgetary Costs (Costs over \$2,000)

Scoring Range between 0 and 5 points. Greatest need is 5 points.

- 0 1) Legal Requirement: **If required by law, objective moves to top priority**
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31 Total Points

Est. Cost staff time

Est. Hours 10



Park District of La Grange

PDLG Goals and “Management By Objectives (MBO)” Process



Version 7/6/12



PDLG MBO Process

Key activities for the MBO process are:

Generating and collecting potential objectives

- How are new objectives identified and collected?

Screening / Filtering potential objectives

- What criteria define an appropriate objective?

Defining, categorizing and quantifying qualified objectives

- What, specifically, will accomplishing the objective deliver (pro-forma's)? What steps are required to meet the objective? How will progress or success be measured?

Prioritizing qualified objectives

- Relative to other qualified objectives, what can and should be accomplished in a defined time period? Relative to the available funds, which should be pursued?

Reporting on objective status

- How will qualified, high-priority objectives be measured and reported?



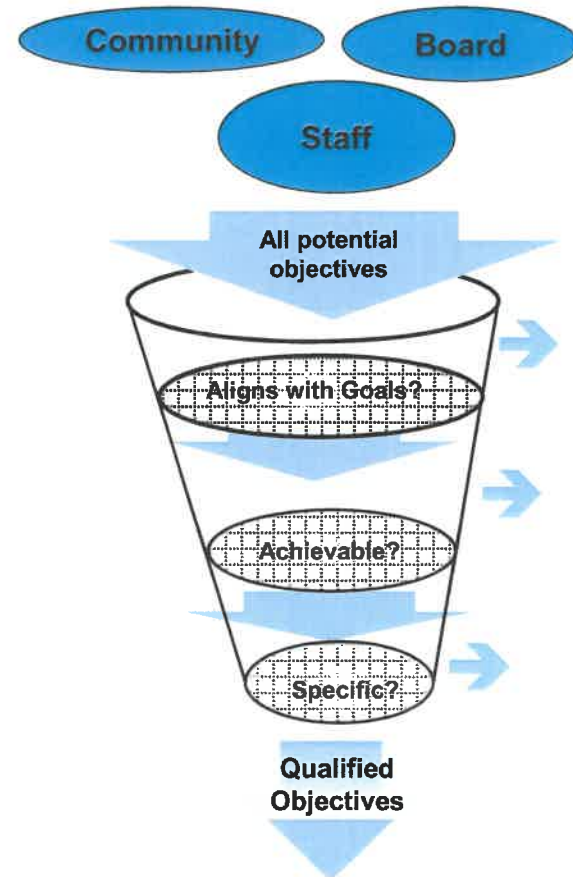
MBO Process Steps – Gathering and Filtering

GATHERING IDEAS

- This is done at the staff level with input from Board, community, outside organizations.
- Staff should determine the best way to keep a running list of ideas to be considered each year.

FILTERING THE IDEAS

- This should be done at a staff level first, and then done at a board level.
- Does the objective meet one or more of our goals? If not, revise or remove. If so, define which goal it meets.
- Is the objective realistic? If yes, continue. If not, revise or take off list.
- Is it possible to complete the objective (as stated) in the next 12 months? If yes, continue. If not, revise, provide alternate completion date or take off list.
- Are there actionable steps defined that are understandable by the staff and board? If yes, continue. If not, revise or take off list.





MBO Process Steps – Defining

CATEGORIZE/DEFINE THE OBJECTIVE:

- ☐ Is the objective meant to improve a process for business as usual.
(Improvement can include efficiency, reducing operational costs, improving customer service, etc.)
- ☐ Is the objective required by law? If so, provide required completion date.
- ☐ Is the objective required for safety compliance? Or intended to improve safety?
If so, provide required completion date.
- ☐ Is the objective needed to preserve capital assets of the PDLG?
Determine whether or not if this is not done, will it cost more to do it next year,
or will it negatively affect another capital asset in a significant way? (i.e. roof leak)
- ☐ Is the objective needed to continue to offer programming at current levels?
- ☐ Does completion of the objective cost money? If so, estimate how much. Categorize the expense
as capital expense or operational expense. Does this objective require a pro-forma analysis to
answer some of these categorization questions?
- ☐ Is completion of the objective necessary to bring us up to industry benchmarks?
Or best practices?
- ☐ Does the objective move us forward toward meeting our 10-year strategic plan?
- ☐ Will completion of this objective generate revenue in the short term? Mid-term? Long-term?
- ☐ Is there an outside funding or other external deadline?
- ☐ How do you measure progress or completion?
- ☐ Other

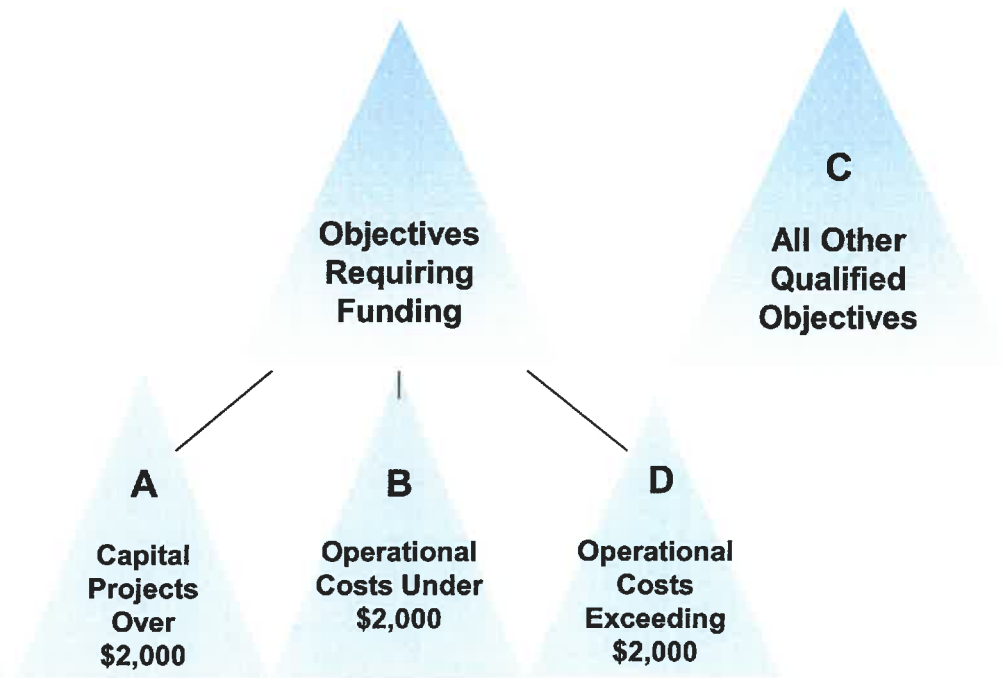


MBO Process Steps – Prioritizing

Prioritization Hierarchy



Prioritize objectives with costs relative to one another





MBO Process - Reporting

REPORTING ON PROGRESS OF OBJECTIVES

- Quarterly reports
- Objective in priority order based upon points
- Expected completion date
- Progress % completion
- Flag/highlight any objective that is not likely to be completed by target date



PDLG Goals

Our goals are consistent with our mission statement and establish a concise, actionable structure for organizational objectives

PDLG mission statement:

"Our mission is to provide quality recreation programs, facilities, and parks that enhance the health, happiness, and quality of life of park district residents and program participants"

Goals for 2012-2013

- Provide clean, safe, attractive parks and facilities
- Provide programs that improve the health and quality of life of our community
- Maximize the benefits to our residents with the funds we receive
- Provide a work environment which maximizes the productivity and enthusiasm of our professional staff

Capital/MBO Analysis Form

Capital/MBO Evaluation Form

Date: _____ Project Title: _____

Submitted By: _____ Location: _____

Department: Recreation _____ Facilities _____ Parks _____ Administration _____

Description: _____

Classification: A _____ B _____ C _____ D _____
 A: Capital Projects (Costs over \$2,000)
 B: Operational Costs (Costs under \$2,000)
 C: Projects that require time but no money
 D: Operational Budgetary Costs (Costs over \$2,000)

Scoring Range between 0 and 5 points. Greatest need is 5 points.

_____ 1) Legal Requirement: ****If required by law, objective moves to top priority.****

_____ 2) Safety: ****If item presents a safety hazard, score as a 5 and move to the top of the list. ****
 Otherwise, to what degree will this improve safety? ****To what degree will this improve safety?**

_____ 3) Future Capital Expense: To what degree will this avoid greater capital expenses in the future?

_____ 4) Operation Costs: To what degree will this avoid significant operational costs?

_____ 5) Revenue: To what degree will this generate revenue?

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_____ 7) Internal Productivity: To what degree will this improve productivity for staff and/or volunteers?

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_____ 11) Public Opinion: To what degree will this enhance the public perception?

_____ 12) Community: To what extent does this fill a need in the community?

_____ 13) Strategic Plan: To what extent does this help us achieve our 10-year Strategic Plan?

_____ Total Points Est. Cost _____ Est. /Hours _____

SECTION 6



BOARD BUSINESS General Operations Budget 2021-2022



General Operations Budget

**See draft budget
previously provided**